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Docket NO. 12-497

Docket Rm
La Feisha
Donna
Alisa
Jo Amy

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PROFESSIONAL ASSOCIATION

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DOVER, DELAWARE 19903

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RECEIVED

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DELAWARE P.S.C.

F. MICHAEL PARKOWSKI
I. BARRY GUERKE
DAVID S. SWAYZE
CLAY T. JESTER
JEREMY W. HOMER (also PA)
JOHN C. ANDRADE
MARK F. DUNKLE (also GA & PA)
WILLIAM A. DENMAN
MICHAEL W. ARRINGTON (also MD & DC)
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WILMINGTON, DE 19801
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GEORGETOWN OFFICE
16 S. FRONT STREET
GEORGETOWN, DE 19947
302-855-9090

November 6, 2012

Ms. Alisa Bentley, Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

RE: Joint Application of YMG Corporation and Tidewater Environmental Services, Inc.
for Approval of Transfer of Assets and CPCN; Application of Tidewater Environmental
Services, Inc. for a General Rate Increase for Customers of The Plantations Residential
Community Wastewater System

Dear Ms. Bentley:

Enclosed for filing are an original and ten (10) copies of the joint application of YMG Corporation ("YMG") and Tidewater Environmental Service, Inc. ("TESI") for approval of the transfer of assets and CPCN of YMG from YMG to TESI. The enclosed Application is being submitted pursuant to 26 Del. Code Section 215 and 26 Delaware Administrative Code, Section 6001, Subpart 10.0.

The basis and reasons for the proposed approval are discussed and explained in the enclosed application.

Also, enclosed is the Delaware Public Service Commission's "Filing Cover Sheet" for this application along with the application fee of \$100.00.

I am also enclosing for filing an original and ten (10) copies of the application of TESI for a General Rate Increase for Customers of the Plantations Residential Community Wastewater System, together with the associated pre-filed testimony and minimum filing requirement schedules. This application is being submitted pursuant to 26 Del. Code Section 304.

Also, enclosed is the Delaware Public Service Commission's "Filing Cover Sheet" for this application along with the application fee of \$100.00.

Should you have any questions with regard to this submission, please contact me at 302.678-3262.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. A. Denman', followed by a horizontal line.

William A. Denman, Esquire

CC: Michael Sheehy, Public Advocate (w/enclosures)
LeFeisha Cannon (w/enclosures)
Regina Iorii, Deputy Attorney General
James McC. Geddes, Esquire
Collin P. O'Mara, Secretary
Gerard L. Esposito, TESI
A. Bruce O'Connor, TESI
Robert G. Gibbs, Esquire

Pocket No. 12-497

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF DELAWARE

RECEIVED

JOINT APPLICATION OF YMG CORPORATION)
AND TIDEWATER ENVIRONMENTAL SERVICES, INC.)
FOR APPROVAL OF THE SALE OF ASSETS AND)
TRANSFER OF CPCN FROM YMG CORPORATION)
TO TIDEWATER ENVIRONMENTAL SERVICES, INC.)
(FILED NOVEMBER 7, 2012))

2012 NOV 7 AM 8 16

PSC DKT. DELAWARE P.S.C.

CERTIFICATE OF SERVICE

It is hereby certified that the Joint Application of YMG Corporation and Tidewater Environmental Services, Inc. for Approval of the Sale of Assets and Transfer of CPCN from YMG Corporation to Tidewater Environmental Services, Inc. has been served this 7th day of November, 2012, as indicated below:

VIA HAND DELIVERY (Original and 10 copies)

Alisa Bentley, Secretary
Delaware Public Service Commission
Suite 100, Cannon Building
861 Silver Lake Blvd.
Dover, DE 19904

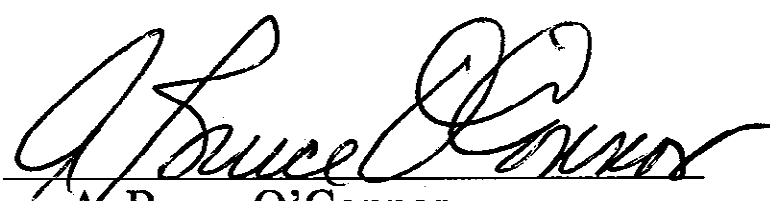
VIA HAND DELIVERY AND ELECTRONIC DELIVERY

Michael Sheehy
Public Advocate
Division of the Public Advocate
Carvel State Office Building
820 North French Street, 4th Floor
Wilmington, DE 19801

Regina Iorii, Esquire
Deputy Attorney General
Division of the Public Advocate
Carvel State Office Building
820 North French Street, 6th Floor
Wilmington, DE 19801

Collin P. O'Mara, Secretary
Department of Natural Resources and Environmental Control
89 Kings Highway
Dover, DE 19901

TIDEWATER ENVIRONMENTAL SERVICES, INC.

By: 
A. Bruce O'Connor
Title: Treasurer

Docket No. _____
Filing Date: _____
Reviewer: _____
Given to: _____

NOTE: House Bill 681, enacted into law 7/13/98, authorizes the Commission to recover the cost of time spent by in-house staff to process all filings initiated after the date of enactment. You may be required to reimburse the Commission for staff time.

Joint Application

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF DELAWARE

JOINT APPLICATION OF YMG CORPORATION)
AND TIDEWATER ENVIRONMENTAL SERVICES, INC.)
FOR APPROVAL OF THE SALE OF ASSETS AND) PSC DKT. _____
TRANSFER OF CPCN FROM YMG CORPORATION)
TO TIDEWATER ENVIRONMENTAL SERVICES, INC.)
(FILED NOVEMBER 7, 2012))

JOINT APPLICATION

YMG Corporation, a Delaware corporation ("YMG") and Tidewater Environmental Services, Inc., a Delaware corporation ("TESI"), by their counsel and pursuant to 26 Del.C. §215, hereby respectfully request the Delaware Public Service Commission (the "Commission"), subject to the conditions set forth herein, to approve the transfer and assignment by YMG to TESI of substantially all of its assets and regulatory authorizations, including its Certificate of Public Convenience and Necessity. In support of this Application, the parties hereto provide the following information:

1. YMG is the holder of a Certificate of Public Convenience and Necessity (the "CPCN") issued by the Commission authorizing YMG to provide wastewater treatment services to the residents of the development known as "The Plantations" in Rehoboth Beach, Delaware (the "Development"). Pursuant to the CPCN, YMG provides wastewater services to approximately 612 customers located within the Development.

2. TESI is authorized to provide wastewater treatment services to numerous residents of Delaware pursuant to authority granted to TESI by the Commission. TESI is an affiliate of Tidewater Utilities, Inc. Both TESI and Tidewater Utilities, Inc. are wholly-owned subsidiaries of Middlesex Water Company (Middlesex).

3. All communications concerning this Application should be addressed: (a) to YMG at 1458 Ingleside Avenue, McLean, VA 22101, Attention: Norris Mitchell or at the following e-mail address: GHRealtor@verison.net (the respective telephone number and facsimile number are 703-356-0880 and 703-821-1636); (b) to TESI at 1100 S. Little Creek

Road, Dover, DE 19901, Attention: Gerard L. Esposito, President, or at the following e-mail address: jesposito@tuiwater.com (the respective telephone number and facsimile number are 302-734-7500 and 302-734-9297); (c) to Middlesex at 1500 Ronson Road, Iselin, NJ 08830-3020, Attention: A. Bruce O'Connor, Vice-President and Chief Financial Officer, or at the following e-mail address: aboconnor@middlesexwater.com (the respective telephone number and facsimile number are 732-638-7502 and 732-638-7515).

4. Counsel for TESI is William A. Denman, Esquire, Parkowski, Guerke & Swayze P.A., 116 West Water Street, P.O. Box 598, Dover, Delaware 19903. Correspondence and other communications concerning this Application should be directed to counsel at the foregoing address, or at the following e-mail address: wdenman@pgslegal.com. The respective telephone number and facsimile number are 302.678.3262 and 302.678.9415. Counsel for YMG is Robert G. Gibbs Esquire, Wilson, Halbrook & Bayard, P.A., 107 West Market Street, P O Box 690, Georgetown, DE 19947. Correspondence and other communications concerning this Application should be directed to counsel at the foregoing address, or at the following e-mail address: rggibbs@whblaw.com. The respective telephone number and facsimile number are 302.856.0015 and 302.856.7116.

5. Subject to certain contingencies, TESI, pursuant to an Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of the 5th day of March, 2012, has agreed to purchase substantially all of the assets of YMG (including the aforesaid CPCN) as more particularly described on Schedule A attached to the Asset Purchase Agreement (the "Acquired Assets"). The Acquired Assets, among other things, include the wastewater treatment plant and associated licenses and permits relating to the operation of the waste water utility. A redacted copy of the Asset Purchase Agreement is attached hereto as Exhibit A.

6. Both YMG and TESI are public utilities authorized to provide wastewater services to their respective customers. TESI possesses the financial, operational, and managerial capacity to serve the public convenience and necessity relating to the provision of wastewater services, as well as the ability to comply with all applicable state and federal regulations. TESI is authorized to provide wastewater treatment services to the following developments and/or towns: (a) The Retreat; (b) Harts Landing; (c) Country Grove; (d) Breeders Crown; (e) Bay Front; (f) Bay Pointe; (g) Holland Mills; and (h) Town of Milton. TESI serves approximately 1,750 customers through eight (8) wastewater systems, including one of which is a "regional" system

serving two community systems through an interconnect. The system capacities range in size from those constructed to serve 63 customers to in excess of 1,500 customers at build-out. In providing wastewater services to its customers, TESI employs four distinct treatment processes and disposal methods.

7. TESI has the ability to provide safe, adequate and reliable service to its existing customers, and is ready, willing and able to provide safe, adequate, and reliable service to the residents of the Development currently being served by YMG.

8. Pursuant to 26 Del.C. §215(a)(1), no public utility, without having first obtained the approval of the Commission, shall dispose of any essential part of its franchise, plant, equipment, or other property necessary or useful in the performance of its duty to the public. Pursuant to 26 Del.C. §215(d), the Commission must approve any proposed transfer when it finds the same to be made in accordance with law, for a proper purpose, and is consistent with the public interest. YMG, as the holder of a CPCN to provide wastewater services, is authorized to transfer its CPCN with the approval of the Commission.

9. YMG's existing CPCN was granted by the Commission on February 22, 2005 by Order No. 6580 in PSC Docket No. 05-WW-001. YMG's initial rates were approved by the Commission on October 25, 2005 by Order No. 6755 in PSC Docket No. 05-68WW. YMG (or its predecessor in interest) has already constructed the wastewater treatment system with the consent of the developer of the Development, and now seeks Commission approval to transfer said CPCN to TESI pursuant to 26 Del.C. §215. Accordingly, YMG and TESI submit that the provisions of 26 Del.C. §203D(d)(1) through §203D(d)(5) are not applicable to a transfer of an existing CPCN that has heretofore been issued for a wastewater treatment system that has been built and placed into service. Because the wastewater treatment system has been constructed and is in operation, and the residents need the continuous and uninterrupted use of the services provided by said plant, public convenience and necessity is not an issue. As part of the assets to be transferred to TESI, YMG will assign to TESI any and all applicable service agreements previously entered into with the developer of the Development.

10. YMG has received a Notice of Administrative Penalty Assessment and Order issued by the Delaware Department of Natural Resources and Environmental Control ("DNREC") pursuant to DNREC Order No. 2011-W-0011. A copy of said Order is attached hereto as Exhibit B. DNREC has proposed an administrative penalty and assessment in the

aggregate amount of \$233,818.00. At the time the Order was issued, YMG was in the process of completing repairs and installing a synthetic liner to one of the lagoons in order to address the environmental issues raised by DNREC.

11. The purchase of the assets by TESI from YMG is contingent upon a resolution, to TESI's satisfaction, of the administrative penalty issued by DNREC. TESI and YMG have agreed to cooperate in good faith in any effort to resolve the issues relating to the DNREC penalty. DNREC has agreed to eliminate the penalty, if, and only if, the Acquired Assets are transferred to TESI. Upon settlement on the purchase of the Acquired Assets, TESI has agreed to assume full responsibility and cost for resolving any other compliance issues associated with the DNREC administrative costs and operation of the Acquired Assets, including any required system upgrades. The approval of the transfer of the Acquired Assets, including YMG's CPCN, to TESI, will result in a substantial reduction in the costs associated with the DNREC review and will improve the financial condition of the wastewater treatment system. The result will be a more solid financial base for providing wastewater services to the public. TESI has the technical expertise and financial capacity necessary to meet the regulatory requirements associated with the wastewater system both now and in the future. If YMG is required to pay the proposed penalty and assessment, said obligation would adversely affect the ability of YMG to continue to provide safe and reliable service to its customers at reasonable rates.

12. TESI's obligation to purchase the Acquired Assets is also contingent upon the approval by the Commission of an increase in the tariff rate currently charged by YMG to its customers. Simultaneously with the filing of this Application, YMG and TESI have filed an application seeking permission to increase the base rates charged to customers in the Development. The current base rates have been in effect since at least October of 2005. The proposed rate increase is necessary to allow TESI the opportunity to earn a fair rate of return, to provide the necessary capital to fund the applicable environmental upgrades that will be required by DNREC and to enable TESI to provide safe, proper and adequate wastewater service. As a result of rigorous operational and financial due diligence performed by TESI, TESI is proposing a phased approach to the increase in rates in order to mitigate, for the benefit of the customers, and to the extent practical, the timing and extent of the required overall increase. Even with the implementation of the overall proposed rate increase, the rates paid by current customers in the

Development would be one of the lowest tariff rates in effect in TESI's service territories and in the State of Delaware for wastewater rates set by the Commission.

13. YMG and TESI represent that the proposed transfer of the Acquired Assets and related CPCN from YMG to TESI is in accordance with law, for a proper purpose, and is consistent with the public interest. TESI, with its substantial experience and expertise, as well as its financial strength, will enable it to provide quality wastewater treatment services to the residents of the Development. The proposed sale of assets will be beneficial to YMG's current customers. Immediately following the purchase of the Acquired Assets, for YMG's service territory, TESI will adopt and implement the tariff approved by the Commission in the rate matter more fully described in paragraph 12 above and will file a copy of said tariff (or an appropriate tariff adoption notice) with the Commission. The purchase of the Acquired Assets will result in beneficial synergies and operating efficiencies without any offsetting adverse effects for consumers. The purchase of the Acquired Assets will not have a negative impact on the cost of the operations, on the ability to serve customers, or on the efficiency of operations.

14. A complete list of county tax map parcel number(s) and corresponding names and mailing addresses of the property owners currently served by YMG pursuant to the CPCN to be transferred to TESI is attached hereto as Exhibit C.

15. A copy of the tax map for the territory currently served by YMG pursuant to the CPCN to be transferred to TESI is attached hereto as Exhibit D.

16. TESI is currently not subject to a finding by the appropriate federal or state regulatory authority that it has materially failed to comply with applicable wastewater treatment standards applicable to any other wastewater treatment facility operated by TESI. A copy of this Application will be sent to the Office of State Planning and DNREC simultaneously with the filing of this Application.

17. TESI submits the following additional information with this Application:

A. A corporate history including dates of incorporation, subsequent acquisitions and/or mergers are currently on file with the Commission.

B. A chart which depicts the inter-company relationships of TESI and its affiliates is on file with the Commission.

C. A map identifying all areas, including towns, cities, counties and other government subdivisions to which service is already provided is currently on file with the Commission.

D. All copies of annual reports to the Commission for the last two years are currently on file with the Commission.

E. Middlesex' Annual Report on Form 10-K for 2011 and Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, have been filed as part of the rate application described in paragraph 12 above and incorporated by reference hereto.

F. A Certificate of Insurance demonstrating that TESI has in place comprehensive liability insurance is attached hereto as Exhibit E.

G. Any additional information required by the Commission will be made available on request.

18. A check made payable to the Delaware Public Service Commission in the amount of \$300.00 is submitted herewith.

WHEREFORE, YMG and TESI pray as follows:

A. That the Commission accept the filing of this Application and make such investigation in this matter as it deems necessary;


B. That the Commission, pursuant to 26 Del.C. §215, approve the transfer of the Acquired Assets, including YMG's CPCN, from YMG to TESI, consistent with and subject to the contingencies and the terms and conditions of the Asset Purchase Agreement.

C. That to the extent that the Commission's Rules would require the issuance of a new CPCN to TESI, that the Commission waive said rules in the context of this Application.

D. In the alternative, that the Commission, consistent with and subject to the contingencies and the terms and conditions of the Asset Purchase Agreement, accept the abandonment by YMG of its CPCN, and simultaneously with said acceptance and satisfaction of contingencies, that the Commission grant TESI a CPCN to provide wastewater services to the residents of the Development.

E. That the Commission grant such further relief as the Commission deems appropriate under the facts and circumstances.

PARKOWSKI, GUERKE & SWAYZE, P.A.

By: 
William A. Denman, Esquire
116 West Water Street, PO Box 598
Dover, DE 19903
302-678-3262
Attorney for TESI

Dated: November 6, 2012

WILSON, HALBROOK & BAYARD, P.A.

By: 

Robert G. Gibbs, Esquire
P. O. Box 690
Georgetown, DE 19947
302-856-0015
Attorney for YMG

YMG CORPORATION

By: Norris E. Mitchell
Norris E. Mitchell, President

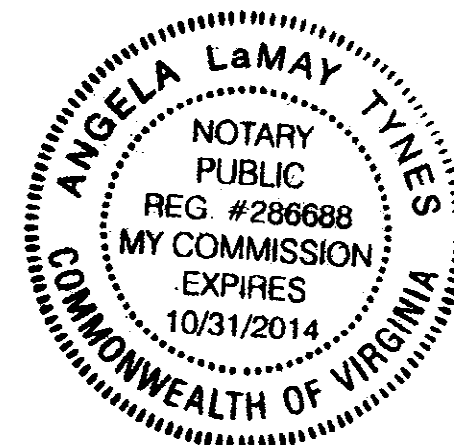
STATE OF Virginia)
COUNTY OF Fairfax)

BE IT REMEMBERED that on this 5 day of November, 2012 personally appeared before me, a notary public for the State and County aforesaid, Norris E. Mitchell, who being by me duly sworn, did depose and say that he is President of YMG Corporation, a Delaware corporation and insofar as the Application of YMG Corporation states facts, said facts are true and correct, and insofar as those facts are not within his personal knowledge, he believes them to be true, and that the schedules accompanying this application and attached hereto are true and correct copies of the originals of the aforesaid schedules, and that he has executed this Application on behalf of the Company.

Norris E. Mitchell
Norris E. Mitchell

SWORN TO AND SUBSCRIBED before me the day and year above written.

Angela LaMay Tynes
Notary Public
My Commission Expires:
10/31/14



TIDEWATER ENVIRONMENTAL SERVICES, INC.

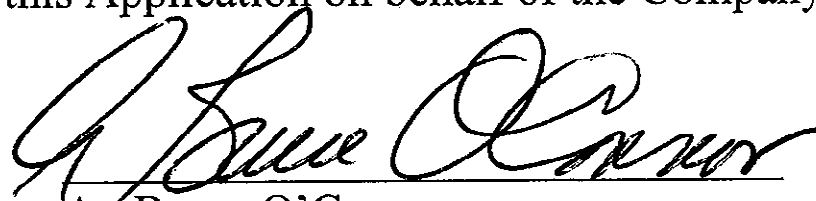
By:


A. Bruce O'Connor, Treasurer


STATE OF NEW JERSEY)

COUNTY OF MIDDLESEX)

BE IT REMEMBERED that on this 6th day of November, 2012 personally appeared before me, a notary public for the State and County aforesaid, A. Bruce O'Connor, who being by me duly sworn, did depose and say that he is Treasurer of Tidewater Environmental Services, Inc., a Delaware corporation and insofar as the Application of Tidewater Environmental Services, Inc. states facts, said facts are true and correct, and insofar as those facts are not within his personal knowledge, he believes them to be true, and that the schedules accompanying this application and attached hereto are true and correct copies of the originals of the aforesaid schedules, and that he has executed this Application on behalf of the Company.


A. Bruce O'Connor

SWORN TO AND SUBSCRIBED before me the day and year above written.


Notary Public
My Commission Expires: April 6, 2014

ADA N. SOTO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 6, 2014

Exhibits

EXHIBIT A

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of this 5th day of ~~December~~, 2014, by and among YMG Corporation, a Delaware Corporation ("Seller"), and Tidewater Environmental Services, Inc., a Delaware Corporation ("Buyer").

March, 2012

RECITALS:

WHEREAS, Seller is the owner of all right, title and interest in a spray irrigation system and wastewater treatment facility, infrastructure, improvements, equipment and appurtenances thereto and real property and rights of way (as described on the attached Schedule "A") associated therewith located in and around the Plantations subdivision near Lewes, Delaware (hereinafter collectively the "Acquired Assets"); and

WHEREAS, Seller desires to sell, assign and transfer to Buyer, and Buyer desires to purchase and acquire from Seller, the assets, properties, permits, approvals, rights and assumed liabilities (as defined below) on the terms and conditions and for the consideration hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale of Assets.

(a) Acquired Assets. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, assign and transfer to Buyer, and Buyer hereby agrees to purchase and acquire from Seller, on the Closing Date (as hereinafter defined) all of Seller's assets directly or indirectly associated with the Acquired Assets as shown on Schedule "A" attached hereto.

(b) Title to Acquired Assets: Seller shall convey good and marketable title to the Acquired Assets to Buyer free and clear of all claims, assessments, security interests, liens, restrictions and encumbrances.

2. Purchase Price.

(a) Purchase Price. The purchase price for the Acquired Assets (the "Purchase Price") shall be the sum of [REDACTED]

(b) Payment of Purchase Price. Buyer shall pay the Purchase Price in cash and in full on the Closing Date.

(c) Allocation of Purchase Price. Attached hereto as Schedule B is an Asset Allocation Statement, reflecting the allocation of the Purchase Price for federal income tax purposes, as agreed upon by Buyer and Seller. Buyer and Seller further agree that for financial reporting purposes and for federal and state income tax purposes, each will report the transactions contemplated in this Agreement in accordance with such allocation.

3. Assumption of Liabilities and Obligations.

(a) Assumption of Liabilities. Buyer shall not assume (except as set forth in paragraph 3(b) herein), nor shall Buyer be liable for any obligations, responsibilities or liabilities of Seller of any nature whatsoever, including, without limitation, loans payable, accounts payable, compliance responsibilities, accrued taxes and taxes payable by Seller with respect to income or imposed on Seller in connection with the transfer of the Acquired Assets. Seller agrees to fully discharge and perform all of Seller's obligations and liabilities and further agrees to indemnify and hold harmless Buyer against any and all claims, causes of action, liabilities, penalties, judgments, orders, awards, damages or fines that may arise or accrue out of the same (including, but not limited to, all costs and attorneys fees associated therewith).

(b) Administrative Penalty. Notwithstanding the above and subject to paragraph 10(c), Buyer's obligations are contingent on resolution, to Buyer's satisfaction, of the administrative penalty issued by the Delaware Department of Natural Resources and Environmental Control ("DNREC") via Order No. 2011-W-001, a copy of which is attached hereto as Exhibit "1". Seller and Buyer agree to cooperate in good faith in any and all efforts to resolve, negotiate or otherwise reduce the administrative penalty and associated cost assessment. Upon settlement Buyer agrees to assume full responsibility and cost for resolving compliance issues associated with the penalty assessment and operation of the Acquired Assets, including any required remediation work

4. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) Organization. Seller, YMG Corporation, is a Corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Binding Effect. This Agreement and each other instrument executed and to be executed by Seller in connection herewith is and will be the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its respective terms, except as limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights and doctrines of equity relating to the availability of specific performance as a remedy.

(c) Authorization. The execution, delivery and performance by Seller of this Agreement and each instrument executed and to be executed by Seller in connection herewith, and the consummation of the transactions provided for herein and therein: (i) are and will be within the corporate powers of Seller; (ii) have been duly authorized by all necessary action on the part of Seller; and (iii) do not and will not contravene any law, regulation, judgment, decree, order or award relating to Seller or conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any certificate of incorporation, by-law, certificate of formation, shareholder or operating agreement, indenture, mortgage, lease or other agreement to which Seller is a party or by which Seller is bound, or result in the creation of, any lien, charge, security interest or encumbrance upon any of the Acquired Assets.

(d) Consents and Approvals. No consent, approval or authorization of, or declaration or filing with, any Governmental Authority, homeowners association or other party is

required for the valid authorization, execution and delivery by Seller of this Agreement or for the consummation of Buyer's obligations under this Agreement, except as may otherwise be described in this Agreement.

(e) Title. Seller has good and marketable title in and to all of the Acquired Assets, and upon consummation of the transactions contemplated by this Agreement, good and marketable title to the Acquired Assets shall be vested in Buyer free and clear of all liens, charges, security interests and encumbrances of any nature whatsoever.

(f) Claims and Litigation. Except as otherwise disclosed Section 3(b), above and in Exhibit 4(f) herein, there are no claims, suits or legal, administrative, arbitration or other proceedings pending or, to Seller's knowledge, threatened against Seller that materially and adversely affect or may materially and adversely affect the Acquired Assets; and, to Seller's knowledge, there is no existing basis for any thereof. There are no outstanding judgments, decrees, orders or awards or specific administrative regulations applicable to Seller and relating to the Acquired Assets. Seller agrees to indemnify and hold harmless Buyer against any and all such claims (excepting as otherwise provided in Section 3(b), above) causes of action, liabilities, penalties, judgments, orders, awards, damages or fines that may arise or accrue from or about the same, including, but not limited to, all costs and attorneys fees associated therewith.

(g) Compliance with Laws. Seller has conducted and operated the spray irrigation system wastewater treatment facility and the Acquired Assets prior to the date hereof in compliance, in all respects, with all laws and regulations applicable to the Acquired Assets and Seller has not received any claims or notices to the contrary, except as otherwise disclosed herein.

(h) Employees. Buyer shall not be required to retain or hire any employees of Seller nor shall Buyer have any duty, obligation or responsibility to any employee or former employee of Seller, including, but not limited to any severance or termination related obligations that Seller may have except that Buyer agrees to reimburse Seller for any basic medical healthcare coverage provided to Seller's Manager, Suzanne Powell, for a period of one (1) year from the date of Closing. Seller agrees to indemnify and hold harmless (including, but not limited to, all costs and reasonable attorneys fees incurred) Buyer against any and all claims, suits, judgments, actions, damages or liabilities of any nature whatsoever arising from, by or through any employment or benefit related claim, action or allegation of any employee or former employee of Seller.

(i) Compliance with Laws; Necessary Permits. Seller has complied in all respects with all federal, state and local laws, rules, regulations, ordinances, orders, judgments and decrees now and heretofore applicable to the Acquired Assets. Except as otherwise provided herein, Seller has not received any notice of any asserted or pending violation of any such laws, rules, regulations, ordinances, orders, judgments or decrees nor is Seller aware of such or have reason to be aware of such.

(j) Debts and Obligations Paid. Seller hereby represents and warrants that the Facility and the Acquired Assets are not subject to any liabilities and that all expenses, costs,

debts and other obligations have been paid through the Closing Date, except as may otherwise be disclosed herein.

(k) Condition of Acquired Assets: The Acquired Assets shall be in good and operating order and condition and free of defects and/or damages. All Acquired Assets shall be left in a clean and sanitary condition and available for Buyers immediate use.

(l) Environmental: Except as may otherwise be stated herein: (1) Seller has not received from any governmental authority any notice within the past five (5) years asserting any material violation of any applicable environmental laws and regulations in connection with its ownership, use, maintenance and or operation of the Facility or the Acquired Assets; (ii) there is no claim pending or, to the knowledge of the Seller, threatened against the Facility or the Acquired Assets relating to environmental laws or regulations; (iii), Seller has not released or otherwise disposed of any Contaminants (as hereinafter defined) in material violation of environmental law or regulation at, on, under, around or about the Facility, the Acquired Assets of their immediate vicinity; (iv) Seller has no knowledge of any conditions or circumstances associated with the Facility or the Acquired Assets which may prevent or interfere with material compliance with any applicable environmental laws and regulations; (v) Seller has not transported, disposed of, or otherwise released or arranged for the transportations, disposal or release of any contaminate from the Facility or the Acquired Assets to any other location in material violation of any environmental law or regulation; and (vi) Seller has neither placed nor permitted the placement of any aboveground storage tanks, polychlorinated biphenyl, asbestos or asbestos containing material or groundwater monitoring wells on the Facility or the acquired Assets. For purposes of this Agreement, the term "Contaminant" shall include, without limitations: any waste, pollutant, chemical, hazardous material, hazardous substance, toxic substance, hazardous waste, solid waste, petroleum, or petroleum derived substance or waste (regardless of specific gravity), or any constituent or decomposition product of any such pollutant, material, substance, or waste regulated under any environmental law or regulations.

(m) Taxes: All tax returns and reports, property taxes and other tax obligations of whatsoever nature of Seller required by law with respect to the Acquired Assets have been filed, paid and satisfied by Seller. All taxes, assessments and other fees and governmental charges upon the Acquired Assets or upon Seller which may affect the Facility or the Acquired Assets, which are due and payable, have been paid, and there are no claims pending against Seller for deficient or past due taxes and there are no tax deficiencies that have not yet been assessed.

(o) Good Standing as to All Leases, Permits, Licenses and Agreements. Seller is in good standing and in compliance with all terms, conditions, rules, regulations, requirements and obligations of whatsoever nature of or relating to any and all leases, permits, licenses, easements, contracts or other assets which are being transferred to Buyer in furtherance of this Agreement and Seller further represents that the transfer of any such leases, permits, licenses, easements or other assets (as set forth on Schedule "A") shall not result in a breach or violation of its terms, conditions, rules, regulations, requirements or obligations.

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Organization and Good Standing. Buyer, Tidewater Environmental Services, Inc., is a Corporation duly organized, validly existing and in good standing under the laws of the State of Delaware

(b) Binding Effect. This Agreement and each other instrument executed and to be executed by Buyer in connection herewith is and will be the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms, except as limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights and doctrines of equity relating to the availability of specific performance as a remedy.

(c) Authorization. The execution, delivery and performance by Buyer of this Agreement and each instrument executed and to be executed by Buyer in connection herewith, and the consummation of the transactions provided for herein and therein: (i) are and will be within the respective corporate powers of Buyer; (ii) have been duly authorized by all necessary action on the part of Buyer; and (iii) do not and will not contravene any law, regulation, judgment, decree, order or award relating to Buyer or conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any certificate of incorporation, by-law, certificate of formation, shareholder or operating agreement, indenture, mortgage, lease or other agreement to which Buyer is a party or by which Buyer is bound, or result in the creation of, any lien, charge, security interest or encumbrance upon any of the Acquired Assets, except for liens and encumbrances securing Buyer's obligations to Seller.

(d) Consents and Approvals. Except as otherwise provide herein, no consent, approval or authorization of, or declaration or filing with, any Governmental Authority or other party is required for the valid authorization, execution and delivery by Buyer of this Agreement or for the consummation of Buyer's obligations under this Agreement

(e) Claims and Litigation. There are no material claims, suits or legal, administrative, arbitration or other proceedings pending or, to Buyer's knowledge, threatened against Buyer that affect or may affect Buyer's ability to consummate the transactions contemplated by this Agreement; and, to Buyer's knowledge, there is no existing basis for any thereof. There are no outstanding judgments, decrees, orders or awards or specific administrative regulations applicable to Buyer that affect or may affect Buyer's ability to consummate the transactions contemplated by this Agreement.

6. Additional Covenants of Seller. Except as otherwise first approved in writing by Buyer or as otherwise set forth in this Agreement, Seller covenants and agrees with Buyer that between the date hereof and the Closing Date or the termination of this Agreement in accordance with its terms:

(a) Conduct of Business. The parties recognize that Seller is currently utilizing the Acquired Assets for the purpose of operating a spray irrigation system and wastewater treatment facility. Seller shall continue to conduct operations utilizing the Acquired Assets until settlement, but agrees not to enter into any transaction(s) relating to the use or operation of the Acquired Assets other than those necessary in the normal, regular and customary course of the operation of the spray irrigation system and wastewater treatment facility. The

Acquired Assets shall not be sold or otherwise disposed of, mortgaged, pledged or otherwise hypothecated, except upon the written consent of Buyer.

(b) Accuracy of Representations and Warranties. Seller shall take all action reasonably required to be taken by Seller to cause its representations and warranties made herein to be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(c) Buyer's Access. Buyer and its representatives shall have reasonable access to the Acquired Assets and all information relating to the same, during normal business hours, upon prearrangement with Seller and without disrupting the operations of Seller, in order that Buyer and its representatives shall have full opportunity to make such investigation as they shall desire to make of the Acquired Assets. Seller shall make available for inspection by Buyer and its representatives the business records, books of account, tax returns, employee records, records of operation and all other relevant documents and records of or relating to the Acquired Assets. Buyer shall not, without the prior written consent of Seller, remove any such records or documents from Seller's place of business or disseminate any information so obtained to anyone other than the personnel, attorneys and accountants acting on its behalf in connection with this transaction. In the event of the termination of this Agreement for any reason, Buyer and its representatives shall return to Seller all financial and other information obtained or received by them from Seller in connection with this Agreement, and Buyer and its representatives shall maintain the confidentiality of and not disclose any such information received by them from Seller in connection with this Agreement except: (1) as may be necessary or reasonable for purposes of enforcing this agreement or its terms; or (2) as may be otherwise be required by law.

(d) Maintain Insurance. Seller shall continue in full force and effect all policies of insurance maintained by it on the Acquired Assets through the Closing Date.

(e) Maintain Relations. Seller shall use its commercially reasonable efforts to preserve the current relationships of Seller with all vendors, suppliers, customers and other persons having relationships with Seller that relate to the Acquired Assets .

(f) No Contracts Not in Ordinary Course. No contract, obligation or commitment shall be entered into or assumed by or on behalf of Seller with respect to the Acquired Assets, except normal commitments incurred in the normal, regular and ordinary course of business.

(g) Maintenance of Property. Seller shall maintain the tangible assets included in the Acquired Assets in their customary condition and repair through the Closing Date.

(h) Inconsistent Activities. Unless and until this Agreement has been terminated pursuant to its terms, Seller shall not enter into any agreements or conduct negotiations with, or solicit, encourage, accept or approve any bids from, any person or entity (other than Buyer and its equity owners) relating to the sale or transfer of the Facility.

7. Risk of Loss.

(a) Loss by Fire or Other Casualty. Seller shall bear the risk of all loss or damage to the Acquired Assets from all causes, except negligent or willful acts of Buyer or its agents, until Closing. In the event of the occurrence of any loss or damage to the Acquired Assets (except loss or damage caused by the negligent or willful acts of Buyer or its agents), where the estimated cost of repair or restoration exceeds \$1,000, Buyer may terminate this Agreement by notifying Seller, in writing, prior to Closing. In the event of any such loss, where estimated cost of repair or restoration is \$1,000 or less, or if Buyer elects to proceed with Closing notwithstanding a loss or damage in excess of \$1,000, Seller shall assign any insurance proceeds received or payable as a result of such loss to Buyer (and pay any applicable deductible). Seller shall not compromise or settle any claim for loss or damage after the date of this Agreement without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

8. Employees. Buyer shall not be required to make offers of employment to any of the Employees of Seller as of the Closing Date and Buyer shall have no obligations, commitments or duties to any employees or former employees of Seller, except as provided at paragraph 4(h) hereof.

9. Closing. Subject to the satisfaction of all conditions precedent to this Agreement, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place within fifteen (15) days of the approval of this sale by the Delaware Public Service Commission ("PSC"), but in any event, on or before June 30, 2012, at a time and place selected by Buyer. The date on which the Closing is to take place is referred to herein as the "Closing Date." In the event Closing does not occur on or before the Closing Date, either party may declare the Agreement null and void and neither party shall owe any further obligation to the other.

10. Conditions Precedent to Obligations of Buyer. The obligation of Buyer to complete the Closing of the transactions contemplated hereby is subject to the satisfaction of the following conditions, or the written waiver of same by Buyer, on or prior to the Closing Date:

(a) Due Diligence: Buyer has conducted initial due diligence, and has received the documentation listed in Exhibit 10(a). Within five (5) business days of the execution of this Agreement, Buyer shall make a written request to Seller for financial, operational and other records relating to the Acquired Assets. Upon receipt of the requested records from Seller, Buyer shall have thirty (30) days (the "Due Diligence Period") to perform any and all due diligence, including, but not limited to, a review of the records produced by Seller and a physical examination of the Acquired Assets. Seller shall cooperate in good faith in providing access and information in furtherance of Buyer's due diligence. During the due diligence period Buyer, in its sole discretion, shall have the absolute right to terminate this Agreement without cause by providing written notice to Seller. In the event, Buyer elects to terminate during the due diligence period, this Agreement shall be null and void and neither party shall owe any further obligation to the other.

(b) PSC Approval: This Agreement is contingent upon approval by the PSC. Upon completion of the Due Diligence Period and affirmative notice by the Buyer to purchase

the Assets under this Agreement, the parties shall mutually file an application with the PSC seeking all necessary regulatory approvals to consummate the transaction. The parties shall cooperate in good faith in pursuing such approval and furnishing such information as may be necessary to effectuate such approval. In the event the PSC fails to approve this Agreement, the Agreement shall be considered null and void and neither party shall owe any further obligation to the other.

(c) Administrative Penalty Settlement. This Agreement is contingent upon the settlement of the administrative penalty assessment issued to Seller as set forth in Delaware Department of Natural Resources and Control (DNREC) Order No. 2011-W-0011 under terms and conditions acceptable to Buyer. Seller shall upon execution of this Agreement and submission of the request for PSC approval present to DNREC a proposed settlement of the administrative penalty which is acceptable to Buyer. Buyer agrees to cooperate with Seller in effectuating an acceptable settlement.

(d) Compliance and Representations Correct. All of the terms and conditions contained in this Agreement to be complied with and performed by Seller at or before the Closing Date shall have been complied with and performed in all material respects, and the representations and warranties made by Seller in this Agreement shall continue to be correct in all material respects, at and as of the Closing Date, with the same force and effect as though such representations and warranties had been made at and as of the Closing Date, except for any changes expressly contemplated by this Agreement.

(e) No Litigation. Except as may otherwise be disclosed herein, no Governmental Authority or private person shall have instituted any action or proceeding challenging any of the transactions contemplated hereby or otherwise directly or indirectly relating to the transactions contemplated hereby.

(f) No Governmental Action. There shall not have been any action taken by any Governmental Authority, domestic or foreign, rendering any party to this Agreement unable to consummate the transactions contemplated hereby, otherwise making such transactions illegal or limiting in any material manner the right of Buyer to exercise directly or indirectly control the Acquired Assets.

(g) Material Adverse Changes. Buyer shall not have become aware of nor shall there be, after the date hereof: (i) any material adverse change in the Acquired Assets; (ii) any damage, destruction or loss materially and adversely affecting the Acquired Assets; or (iii) any sale, assignment or transfer by Seller of any of the Acquired Assets other than in the normal, regular and customary course of business.

(h) Documents. Seller shall have executed and delivered to Buyer (or caused to be executed and delivered to Buyer) each of the documents set forth on the attached Schedule "C."

11. Conditions Precedent to Obligations of Seller. The obligation of Seller to complete the Closing of the transactions contemplated hereby is subject to the satisfaction of the following conditions, or the written waiver of same by Seller, on or prior to the Closing Date:

(a) Compliance and Representations Correct. All of the terms and conditions contained in this Agreement to be complied with and performed by Buyer at or before the Closing Date shall have been complied with and performed in all material respects, and the representations and warranties made by Buyer in this Agreement shall continue to be correct in all material respects, at and as of the Closing Date, with the same force and effect as though such representations and warranties had been made at and as of the Closing Date, except for any changes expressly contemplated by this Agreement.

(b) No Governmental Action. Except as otherwise set forth herein, there shall not have been any action taken by any Governmental Authority, domestic or foreign, rendering any party to this Agreement unable to consummate the transactions contemplated hereby or otherwise making such transactions illegal.

12. Further Assurances; Post-Closing Cooperation. If at any time after the Closing Date any further assignments, conveyances or assurances in law are necessary or desirable to vest, perfect or confirm of record in Buyer the title to any of the Acquired Assets or otherwise to carry out the provisions hereof, Seller and/or Buyer, as the case may be, shall execute and deliver any and all proper documents, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in Buyer, as the case may be, and otherwise to carry out the provisions of this Agreement. Each of Seller and Buyer covenants and agrees to remit to the other party, with reasonable promptness, any payments received, which payments are on or in respect of accounts receivable owned by (or are otherwise payable to) such other party.

13. Survival of Representations, Warranties and Covenants. The parties hereto agree that the representations, warranties, indemnification provisions and covenants contained herein shall survive the Closing hereof.

14. Indemnification; Procedure.

(a) Indemnification by Buyer. Buyer agrees to indemnify and hold Seller and his heirs and assigns (collectively, "Seller Indemnitees") harmless from and against the following (collectively, "Seller Damages"):

(i) any and all liabilities and obligations which arise out of events occurring after the Closing Date with respect to the Acquired Assets or the Business, except for those liabilities and obligations resulting from the conduct, operations, actions, or omissions of Seller, its agents, officers, directors, shareholders, employees, successors or assigns; and

(ii) any and all losses, liabilities, damages or deficiencies of Seller resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenant or agreement on the part of Buyer under the terms of this Agreement or any document or instrument executed by Buyer in connection herewith, or Buyer's use of the Acquired Assets following the Closing Date, for which a Notice of Claim (as defined in Section 14(c) hereof) is given.

(b) Indemnification by Seller. Seller agrees to indemnify and hold Buyer and its members, managers, officers, employees, agents, representatives, affiliates, successors and permitted assigns (collectively, "Buyer Indemnitees") harmless from and against the following (collectively, "Buyer Damages"):

(i) any and all liabilities and obligations of Seller or claimed liabilities and obligations of Seller that are not expressly assumed by Buyer hereunder;

(ii) any and all losses, liabilities, damages or deficiencies resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenant or agreement on the part of Seller under the terms of this Agreement or any document or instrument executed by Seller in connection herewith, for which a Notice of Claim is given;

(iii) any indemnification obligation otherwise set forth in this Agreement; and

(iv) all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including, without limitation, reasonable attorneys' fees, incident to the foregoing.

(c) Notice of Claims. If any Buyer Indemnatee or Seller Indemnatee (an "Indemnified Party") believes that such Indemnified Party has suffered or incurred or will suffer or incur any Buyer Damages or Seller Damages for which it is entitled to indemnification under this Agreement, such Indemnified Party shall provide a written notice (a "Notice of Claim") to the party or parties from whom indemnification is being claimed (the "Indemnifying Party") within fifteen (15) days after the Indemnified Party becomes aware of such Buyer Damages or Seller Damages, with reasonable particularity in light of the circumstances then existing. If any action at law or suit in equity is instituted by or against a third party with respect to which any Indemnified Party intends to claim any Buyer Damages or Seller Damages, as the case may be, such Indemnified Party shall notify the Indemnifying Party of such action or suit within fifteen (15) days after receiving notice of such action or suit. The failure of an Indemnified Party to give any notice required by this Section shall not affect any of such Indemnified Party's rights under this Section 16 or otherwise, except and to the extent that such failure is actually prejudicial to the rights or obligations of the Indemnifying Party.

(d) Third Party Claims. The Indemnifying Party shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and the Indemnifying Party may compromise or settle the same, provided that the Indemnifying Party shall give the Indemnified Party advance notice of any proposed compromise or settlement. The Indemnifying Party shall permit the Indemnified Party to participate in the defense of any such action or suit through counsel chosen by the Indemnified Party, provided that the fees and expenses of such counsel shall be borne by the Indemnified Party.

(e) Good Faith Efforts to Settle Disputes. Buyer and Seller agree that, prior to commencing any litigation against any other party concerning any matter with respect to which such party intends to claim a right of indemnification in such proceeding, the respective chief executive officers (or officers holding such authority) or other appropriate representatives of the parties shall meet in a timely manner and attempt in good faith to negotiate a settlement of such dispute during which time such persons shall disclose to the others all relevant non-privileged information relating to such dispute.

(f) Payment. Without limiting the indemnification obligations of any Indemnifying Party hereunder, all indemnification payments under this Section 14 shall be made promptly in immediately available funds.

15. Cooperation in Litigation. Except for litigation between Buyer and Seller, each of the parties hereto shall fully cooperate with the other in the defense or prosecution of any existing or future litigation or proceeding against or by such other party relating to or arising out of the Facility or Acquired Assets prior to, or on or after, the Closing Date. The party receiving cooperation shall pay the expenses, including reasonable legal fees and disbursements, of the cooperating party and its officers, directors, managers and employees reasonably incurred in connection with such litigation.

16. No Brokers.

(a) Buyer hereby represents to Seller that Buyer has not made any agreement or taken any other action which might cause anyone to become entitled to a commission or brokerage fee as a result of the transactions contemplated hereby. Buyer shall indemnify and hold Seller harmless against any and all claims, losses, liabilities or expenses asserted against Seller as a result of Buyer's dealings, arrangements or agreements with any such broker or person.

(b) Seller hereby represents to Buyer that Seller has not made any agreement or taken any other action which might cause anyone to become entitled to a commission or brokerage fee as a result of the transactions contemplated hereby. Seller shall indemnify and hold Buyer harmless against any and all claims, losses, liabilities or expenses asserted against Buyer as a result of Seller's, arrangements or agreements with any such broker or person.

17. Miscellaneous.

(a) Expenses. Whether or not the transactions contemplated hereby are consummated, each of the parties hereto shall pay all of its own legal and other fees, costs and expenses in connection herewith.

(b) Termination.

(i) This Agreement may be terminated by the mutual written consent of Seller and Buyer at any time prior to the Closing Date.

(ii) In the event of termination hereunder, the parties shall have no further rights or obligations hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

(d) Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received (i) upon receipt, if hand delivered, (ii) three (3) business days

after being deposited with the U.S. Mail and sent by registered or certified mail, postage prepaid, or (iii) one (1) business day after being deposited with a nationally recognized overnight courier service, addressed as follows:

If to Seller:

YMG Corporation
1458 Ingleside Avenue
McLean, VA 22101

with a copy to:

Robert G. Gibbs, Esq.
Wilson, Halbrook & Bayard, P.A.
P.O. Box 690
Georgetown, DE 19947

If to Buyer:

Jerry Esposito, President
Tidewater Environmental Services, Inc.
1100 S. Little Creek Road
Dover, DE 19901

with a copy to:

Kashif I. Chowdhry, Esquire
Parkowski, Guerke & Swayze, P.A.
116 West Water Street
P.O. Box 598
Dover, DE 19903

Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section.

(e) Assignability. This Agreement and the rights and obligations hereunder shall not be assignable by any party without the written consent of each other party.

(f) Governing Law; Successors and Assigns. This Agreement shall be governed by the laws of the State of Delaware, without regard to conflicts of laws principles. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(g) Headings. The headings preceding the text of the sections and subsections of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

(h) Schedules and Exhibits. All schedules and exhibits which are referred to in this Agreement and which are attached hereto are expressly incorporated into and constitute a part of this Agreement.

(i) Entire Agreement; Amendments. This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect to such subject matter, except as specifically set forth in this Agreement. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party against whom enforcement of any waiver, change, modification, consent or discharge is sought.

(j) Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Agreement a provision as similar to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(k) Construction. This Agreement has been prepared by Buyer and its professional advisors and reviewed by Seller and its professional advisors. Seller, Buyer and their separate advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of any party or against any party merely because of their efforts in preparing it.

(l) Waiver of Jury Trial. Seller and Buyer waive trial by jury in any action, proceeding or counterclaim brought by any of them against any other on all matters arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set their hands and seal and executed this Agreement as of the date first above written.

SELLER:

YMG CORPORATION

By: Norris E. Mitchell
Name: NORRIS E. MITCHELL
Title: President

(SEAL)

BUYER:

TIDEWATER ENVIRONMENTAL SERVICES, INC.

By: Gerard L. Esposito
Name: GERARD L. ESPOSITO
Title: President

(SEAL)

List of Schedules and Exhibits:

Schedule A	Acquired Assets
Schedule B	Asset Allocation Statement
Schedule C	Document list to be executed by Seller
Exhibit 1	DNREC Order No. 2011-W-0011
Exhibit 4(f)	Claims and Litigation
Exhibit 10(a)	Initial Due Diligence Documentation

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SCHEDULE A: ACQUIRED ASSETS

- I. **Real Estate:** Any and all real property involved in or relating to the operations, use, management or otherwise to the function of a waste water treatment facility and spray irrigation system serving the Plantations subdivision near Lewes, Delaware.

Such real property shall include, but not be limited to, the following:

- A. Approximately 23.577 acres, more or less, identified as the "Spray Irrigation Area" on the Plot of the Plantations Development of record in the Office of the Recorder of Deed in and for Sussex County, at Deed Book 36, Page 96 and further described in a deed dated September 21, 1989 and recorded in the Office of the Recorder of Deeds in and for Sussex County, at Book 1673, Page 329 along with any and all improvements and appurtenances thereto (hereinafter the "Premises").
- B. A right of way dated December 12, 1986 and recorded in the Office of the Recorder of Deeds in and for Sussex County, at Book 1461, Page 49.
- C. Any other easements, rights or ways, licenses or other interests in real property which serve or relate to the operations, use, management or otherwise to the function of the water treatment facility and spray irrigation system serving the Plantations subdivision or the Premises.
- D. All real estate transfer tax shall be paid by Buyer.

- II. **Infrastructure:** Any and all plants, buildings, sewer lines, improvements or other infrastructure of whatsoever nature used in connection with or relating to the use, operations, management or function of the water treatment facility, the spray irrigation system or the Premises.

III. Equipment: All supplies, materials, equipment, inventory and tangible personal property, including, without limitation, all major, minor or other equipment, furniture and furnishings, used in the conduct, operations, use, management or function of the waste water treatment facility and spray irrigation system serving the Plantations subdivision near Lewes, Delaware or which are otherwise located at or upon the Premises.

IV. Sewer Fees and Accounts Receivable: All sewer fees and accounts receivable shall be prorated as of the date of settlement.

V. Lease: All of YMG Corporation's interests, including, but not limited to any payments due and payable thereunder, in the current lease with Sharpgas, Inc., shall be assigned to Buyer. Rental shall be prorated as of the date of settlement, and any deposits shall be provided to Buyer.

VI. Licenses and Permits: All licenses, permits, consents, authorizations, approvals and certificates of any regulatory, administrative, municipal or other governmental agency or body relating to the Acquired Assets, to the extent the same are transferable

VII. Other Assets:

A. All rights to customers and customer records of the Seller relating to the waste water treatment facility or otherwise to the Acquired Assets as of the Closing Date, including, but not limited to, customer lists and telephone numbers.

B. All goodwill associated with the waste water treatment facility and the Acquired Assets

C. The interest of Seller in all property of the foregoing types, arising or acquired in the ordinary course of the business of Seller in respect of the Acquired Assets between the date hereof and the Closing Date.

D. Copies of all books of account, accounting records, technical or other drawings, files, papers and records of whatsoever nature used in connection with or relating to the conduct, activities, operations, finances or otherwise of the Facility.

VIII. Prorations: All utility expenses, including water and electric charges, shall be prorated as of the date of settlement.

SCHEDULE B: ASSET ALLOCATION

1. The valuation for Real Estate as specified in Schedule A: Acquired Assets, paragraph I entitled "Real Estate" hereof shall be [REDACTED]
2. The valuation of all other assets as specified in Schedule A: Acquired Assets hereof shall be [REDACTED]

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SCHEDULE C

Documents to be Executed by Seller

I. Evidence of Authority:

A. Certificates: a certificate of an Officer of Seller certifying (A) the incumbency of the Officers, Directors, Members, and/or Shareholders of Seller on the Closing Date and bearing the authentic signatures of all such Officers, Members, and/or Shareholders who shall execute this Agreement and any additional documents contemplated by this Agreement, (B) the due adoption and text of resolutions of the Officer and Directors of Seller, approving the execution of this Agreement and the other agreements and documents referred to herein and the consummation of the transactions contemplated by this Agreement, and (C) true and correct copies of the Certificate of Incorporation of Seller as of the Closing Date; and

B. Other Instruments: such other instruments, certificates, consents and other documents which are reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

II. Bills of Sale:

A bill of sale shall be executed by Seller conveying all infrastructure, equipment, monies and accounts receivable as described on Schedule A, Acquired Assets.

III. Deeds:

A deed shall be executed conveying any real property described on Schedule A, Acquired Assets.

IV: Assignment of Lease:

An assignment of any Lease described on Schedule A, Acquire Assets, together with any approval or consents from other parties thereto, shall be executed by Seller.

V: Assignment of Permits, Licenses and Approvals:

An assignment of any Permits, Licenses and Approvals together with any approval or consents from other parties thereto, shall be executed by Seller.

VI. Other Documents:

Such additional documents as may be necessary or appropriate to carry out the terms, conditions and intentions of the Agreement.

**REQUEST TO SELLER FOR FINANCIAL,
OPERATIONAL AND OTHER RECORDS
PURSUANT TO PARAGRAPH 10(a) OF
ASSET PURCHASE AGREEMENT**

1. State of DE income tax returns
2. Last 3 years tax correspondence to/from IRS, DE Division of Revenue, and Sussex County
3. Real Estate tax bills
4. Applicable Business Licenses
5. Fixed assets records
6. CPCN and Easements
7. All copies of permits related to operation and original design of plant
8. All copies of correspondence and/or related communication documentation with DNREC
9. All copies of correspondence and/or related communication documentation with any consultants
10. PSC Annual reports from 2005-2008
11. Current executed Sharp Gas Lease Agreement
12. Documents related to Due Diligence Questionnaire – Exhibit “A”

EXHIBIT "A"

Due Diligence Questionnaire YMG Wastewater System

SECTIONS:

- A. GENERAL
- B. LEGAL
- C. COMPLIANCE
- D. PHYSICAL ASSETS AND CONDITION
- E. RECORDS
- F. INFLUENT/EFFLUENT QUALITY
- G. FLOW (CURRENT/HISTORICAL)
- H. GROWTH
- I. OPERATIONS & MAINTENANCE
- J. ENVIRONMENTAL
- K. SAFETY
- L. FINANCIALS
- M. CUSTOMER RELATIONS
- N. CAPITAL PROGRAM
- O. HUMAN RESOURCES

A. GENERAL

A1. Development/System Name/Location (Town, County, State):

Plantations

A2. Type of Community (e.g. townhomes, single family, mobile home, etc.):

Townhouses – Condominiums

A3. Community History (owner history, when built, etc.):

A4. Customers (Recent History, Now and at Build-out)

Customer Type	2010 (Yr End)	2011	2012	2013	2014	2015
Residential						

A5. Proof of Ownership (need copy of deed or other instrument proving ownership or right to sell)

A6. Sewer Use Restrictions

B. LEGAL

B1. Liens/Judgments (Current)

B2. Easements/Deeds

B3. CPCN'S (or other regulatory permits)

B4. Existing Service Agreements with large customers or other entities

C. COMPLIANCE

C1. Consent Orders/Penalties/Fines (entire history)

C2. OSHA inspections, actions, reports

C3. Compliance Inspection Reports (3 yrs)

C4. Permits (Operating, discharge)

C5. Open or Potential Compliance Issues

D. PHYSICAL ASSETS AND CONDITIONS

E. RECORDS

E1. Engineering Drawings (Facilities)

E2. Collection System Drawings

E3. Influent/Effluent Data

E4. Customer Care Records

F. INFLUENT/EFFLUENT QUALITY

F1. Influent Quality

F2. Effluent Quality Monitoring Results

F3. Pre-Treatment Requirements

F4. Customers monitored for Pre-Treatment Requirements

F5. Other Influent/Effluent Issues

G. FLOW

G1. Average Day, Peak Day History

G2. Peak Hour History

H. GROWTH

H1. Previous History

H2. Future Projections

I. OPERATIONS & MAINTENANCE

I1. Written records

I2. Sewer jetting program

I3. MH maintenance program

I4. Preventive Maintenance on all equipment

- Motors
- Electrical equipment
- pumps

I5. Infiltration problems

I6. Meters last calibrated (date), calibration history:

I7. System last jetted (date):

I8. Last break (describe event):

I9. Break frequency and history:

I10. Who fixes your breaks, can we contact them:

I11. Frequency of power or other outages:

I12. Generator Maintenance, who does it?

I13. Service Contracts

I14. Solids disposal

I15. No. Mark-outs per year

I16. Other O & M:

J. ENVIRONMENTAL

J1. Known sites with hazardous wastes :

J2. Facilities with lead paint:

J3. PCB transformers:

J4. Facilities with asbestos:

J5. Any underground storage tanks for chemicals/fuels?

J6. Spill Prevention (SPCC) plans

K. SAFETY

K1. Confined Spaces:

K2. Eye Washes/Shower:

K3. Other Safety:

L. FINANCIALS

L1. Existing Wastewater rates

L2. Previous rate increases (year, percentage)

L3. PSC Report:

L4. Income Statement: (3 Years)

L5. Balance Sheet: (3 Years)

L6. Property Taxes records

L7. Tariff

L8. Original filing, stipulation, final board order and final updated Test Year income statement and rate case calculation from last rate case.

L9. Financial software

M. CUSTOMER RELATIONS

M1. How will customers respond to TUI? What will customers expect when TUI takes over?

M2. How do customers feel about company?

M3. How many customers appear at rate hearings? What was their main issue?

M4. Customer complaints

- Number
- Reason (pressure, water quality, service, odor, etc)

M5. Describe billing system

- Lock box
- Billing Service
- Software vendor

M6. Are walk-in bills accepted?

M7. Are credit cards accepted?

N. CAPITAL PROGRAM

N1. Capital Program (dollar amount per year, history)

N2. Obvious Capital Needs not in Capital Program:

N. HUMAN RESOURCES

O7. Prior OSHA or Dept. of Labor violations/fines.

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STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

OFFICE OF THE
SECRETARY

89 KINGS HIGHWAY
DOVER, DELAWARE 19901

PHONE: (302) 739-9000
FAX: (302) 739-6242

**NOTICE OF ADMINISTRATIVE PENALTY
ASSESSMENT AND ORDER**

Pursuant to 7 Del. C. § 6005

Order No. 2011-W-0011

**PERSONALLY SERVED BY
AN ENVIRONMENTAL PROTECTION
OFFICER**

Issued To:

Ms. Suzanne Powell
YMG Corporation
PMB 108, 4590 Highway One
Rehoboth Beach, DE 19971

Dear Ms. Powell:

This is to notify the YMG Corporation (Respondent) that the Secretary of the Department of Natural Resources and Environmental Control (Department) has found that Respondent is violating 7 Del. Admin. C. §§7103 *et seq.*, *The State of Delaware, Department of Natural Resources and Environmental Control's Guidance and Regulations Governing the Land Treatment of Wastes* (Regulations), State of Delaware Permit WPCC 3009C/86, State of Delaware Permit LTS 5019-86-06, and State of Delaware Permit LTS 5019-09R. Accordingly, the Department is issuing this Notice of Administrative Penalty Assessment and Order (Notice).

BACKGROUND

The State of Delaware Permit WPCC 3009C/86 was issued to the Respondent on March 2, 2001, and authorized the discharge of effluent from the Respondent's Plantations Wastewater Treatment Plant in Rehoboth Beach, Delaware. This facility is designed to treat domestic wastewater from The Plantations development and spray irrigate the treated effluent on the following parcel(s): spray fields located on the west side of County Road 275 between County Roads 277 and 283, Sussex County, Delaware.

Delaware's Good Nature depends on you!

As a condition of Permit WPCC 3009C/86, the Respondent is required to monitor its monitoring wells on a quarterly scheduled basis by collecting samples from these wells and analyzing those samples for a number of pollutant parameters as specified in Permit WPCC 3009C/86. Data generated as a result of the sampling and analysis is summarized in a quarterly Ground Water Discharge Monitoring Report and submitted to the Department on a quarterly basis as required in Permit WPCC 3009C/86. During calendar year 2004 and through September 2010, the Respondent has submitted these reports to the Department.

Documented letters from the Respondent identified the fact that the Respondent has been aware of an elevated nitrate problem in Monitoring Well #4. Sampling parameters for nitrate as nitrogen have exceeded the Environmental Protection Agency's (EPA) Primary Drinking Water Standards over the past few years. For example, a facsimile transmitted from Mr. Brian C. Carbaugh, P.E. (Carbaugh) of WWES Associates, dated September 16, 2004, to the Respondent's Mr. Frank J. Murphy, III (Murphy), notified the Respondent of the excessive level of nitrate concentrations in Monitoring Well #4. (Note: The Ground Water Discharges Section [GWDS] obtained a copy of this facsimile as an attachment to a report dated February 25, 2008, submitted to the Department by Duffield Associates on behalf of the Respondent.) In the facsimile, Carbaugh advised Murphy that "the groundwater nitrate concentrations have regularly been high in Monitoring Well #4..." and further that "...this might mean that there was some leakage from Pond 1 into the groundwater, since Pond 1 was not lined with a synthetic liner when Ponds 2&3 were." Carbaugh additionally noted that he had been tracking this issue "for some time." The Respondent failed to provide noncompliance notification of the violation as required by Part II.A.3 of Permit WPCC 3009C/86.

On March 2, 2006, the Department's Ground Water Protection Branch (GWPB) performed a hydrogeological review of the Respondent's wastewater treatment facility. The hydrogeological report iterated concerns over elevated nitrate concentrations in Monitoring Well Numbers 4, 5, and 6 (concentrations of up to 50.4 mg/L). This report further stated that an evaluation of the aerated lagoon for leakage was warranted; and if this evaluation concluded that the aerated lagoon was, in fact, leaking, Respondent must prepare plans and specifications for lining the aerated lagoon and submit these documents to the Department for review and approval. (Note: Records on file with the GWDS indicated that polishing/storage lagoons 1 and 2 had leaked in the past and geosynthetic liners were subsequently installed.)

Before commencing administrative enforcement action, the GWDS attempted to obtain Respondent's voluntary compliance in accordance with 7 Del. C. § 6019. To that end, on March 14, 2006, the GWDS forwarded the March 2, 2006, hydrogeological report to the Respondent for review and subsequent discussion. Also, on March 27, 2006, the GWDS forwarded an electronic courtesy copy of a draft permit to Respondent that included a schedule of compliance to address the elevated nitrates in Monitoring Well #4.

On June 27, 2006, the GWDS received a letter from Carbaugh on behalf of the Respondent requesting a meeting to discuss the permit conditions addressing the elevated nitrate levels in Monitoring Well # 4. In subsequent discussions and e-mail transmissions, Carbaugh expressed marked disapproval of the need for a timeline in the permit. As a result, the GWDS eliminated the timeline on a good faith promise that the Respondent would complete the work plan in an expeditious manner. On August 14, 2006, the GWDS issued Permit LTS 5019-86-06 to the Respondent containing a schedule of compliance to investigate the elevated nitrate concentrations in Monitoring Well # 4.

On August 15, 2006, the GWDS sent an electronic transmission to Carbaugh requesting an opportunity to further discuss the schedule of compliance. This transmission expressed the GWDS belief that the compliance item to investigate the elevated nitrate concentration in Monitoring Well # 4 should remain in the permit. This issue had been discussed with the Respondent by the GWDS during a telephone conference on March 15, 2006. It was further explained during this session that monitoring parameter excesses typically are addressed by enforcement actions or a Secretary's Order. However, since the Respondent's permit was due for renewal, the GWDS concluded that the best way to address the issue of elevated nitrate concentrations was through a permitted schedule of compliance that would require an investigation of this matter. However, as of August 15, 2006, the Respondent had not begun or committed to an investigation.

On February 25, 2008, Duffield Associates submitted a report titled *Initial Investigation of High Nutrient Concentrations* to the GWDS on behalf of the Respondent. Subsequently, the GWDS received an electronic transmission from Carbaugh on behalf of the Respondent requesting the Department's approval to proceed with the "recommendations" contained in this report. The GWDS responded to this request by letter dated March 19, 2008, stating that the GWDS disapproved of the "recommendations" and alternatively recommended two different options that were acceptable to the GWDS. On May 1, 2008, Carbaugh replied by electronic transmission indicating continued disagreement regarding the GWDS proposed alternatives as viable paths forward. Since there emerged drastically differing professional and technical opinions between the Respondent's professional consultants and the Department's technical staff concerning a workable method of investigation/remediation, on May 28, 2008, the GWDS sent the Respondent a *Manager's Warning*, requiring the Respondent to submit a hydrogeological work plan to the GWDS consistent with the GWDS March 19, 2008, letter.

On June 30, 2008, Carbaugh submitted an *Outline and Schedule for Implementation* to the GWDS on behalf of the Respondent. In general, this outline proposed to line the aerated lagoon in an effort to remediate the elevated nitrate concentrations in Monitoring Well # 4. Additionally, this outline provided a specific timeline to complete repairs of approximately one hundred twenty (120) days from permit issuance. The GWDS accepted this proposal on July 9,

2008, as an effort toward voluntary compliance pursuant to 7 Del. C. § 6019. Further enforcement action was stayed at this time.

On February 20, 2009, Carbaugh, on behalf of the Respondent, submitted to the Department a design drawing for modifications to Lagoon 1. The GWDS issued Permit LTS 5019-09R to the Respondent on April 6, 2009, authorizing the Respondent to repair Lagoon 1 (aerated lagoon) by installing a synthetic liner in accordance with the approved *Outline and Schedule for Implementation*. The permit expired by its own terms on April 5, 2010. As of August 1, 2010, the Respondent neither initiated the installation of a synthetic liner in Lagoon 1 nor applied for a renewal of the above repair permit.

The Respondent constantly failed to meet deadlines for submittals as well as repairs. The Respondent also failed to comply with corrective action. The GWDS attempted, without success, to gain Respondent's voluntary compliance in accordance with 7 Del.C. §6019 since March, 2006. Therefore, on August 3, 2010, the Department issued Notice of Violation W-10-GWD-03 (NOV) to the Respondent.

The NOV specifically cited the Respondent for the following violations:

1) Elevated Nitrates in Monitoring Wells 4, 5 & 6

Respondent is in violation of 7 Del. Admin. C. §7103-80.3.1 of the Regulations and Permit LTS 5019-86-06 Part I.F because Respondent's spray irrigation system operation was in violation of applicable Federal and State Drinking Water Standards on an average annual basis. Monitoring well data submitted by the Respondent to the Department indicate nitrate concentrations in the ground water at Monitoring Wells # 4, 5 & 6 exceed the Primary Drinking Water Standard of 10 mg/L on an average annual basis.

2) Failure to Notify – Permit Noncompliance

Respondent is in violation of Permit WPCC 3009C/86 Part II.A.3 because Respondent failed to provide proper notification of permit noncompliance to the Department after receiving the notice dated September 16, 2004 from Carbaugh concerning the elevated nitrate concentrations in Monitoring Well # 4.

3) Failure to Complete Necessary Repairs Pursuant to State of Delaware Permit LTS 5019-09R

Permit LTS 5019-09R was issued on April 6, 2009 by the GWDS authorizing the Respondent to repair Lagoon 1 (Aerated Lagoon) by installing a synthetic liner in accordance with their previously submitted *Outline and Schedule for Implementation*. This Permit expired by its own terms on April 5, 2010. The

Respondent has neither initiated the installation of the synthetic liner in Lagoon 1 nor applied for a renewal of the repair permit.

The August 3, 2010, NOV additionally directed the Respondent to complete the following **Required Actions**:

- 1) **By September 1, 2010**, submit a written report to the GWDS summarizing the methods and results of a detailed inspection of the aerated lagoon and its appurtenances. This report must specify which of the following two action options the Respondent will pursue: Option 1—Line the aerated lagoon or Option 2—Conduct a more in-depth hydrogeologic investigation of the aerated lagoon. Each of these options delineated its own set of specific requirements that were to be in-place **no later than September 15, 2010**.
- 2) Within thirty (30) days of the date of this NOV, submit and implement a remediation plan to reduce nitrate concentrations in the groundwater below and adjacent to the spray field. The remediation plan must include a revised, monthly effluent application nitrogen balance.
- 3) Respondent must continue conducting monthly groundwater sampling of Monitoring Well #4 (located immediately southwest of the aerated lagoon). This monthly sampling must include total nitrogen, nitrate as nitrogen, and all field parameters as outlined in Permit LTS 5019-86-06; quarterly samplings must include all field and laboratory parameters as outlined in Permit LTS 5019-86-06. Respondent must continue said monthly groundwater sampling until Respondent receives written approval from the GWDS to cease this activity.
- 4) Within thirty (30) days of the date of this NOV, Respondent must label all Monitoring Wells with a DNREC ID tag as well as the local ID.

In a letter dated September 1, 2010, the Respondent submitted a report that purported to address all of the August 3, 2010, NOV required actions. However, many of the action items were in a preparatory stage of which additional information/data would be furnished when available in the future. While Respondent subsequently provided periodic "updates" in activity status, these actions were not in accord with the NOV and still remain incomplete. Of particular note, the Respondent indicated in the September 1, 2010, report that it had selected Option 1—installation of a synthetic line in the aerated lagoon—as its remediation course of action. That option required the Respondent to submit an application to renew repair Permit LTS 5019-09R to the Department **no later than September 15, 2010**.

On October 5, 2010, the GWDS issued a **Non-Compliance Notification** to the Respondent, listing all of the outstanding items required by the August 3, 2010 NOV that the

Respondent failed to submit to the GWDS. This notification further advised the Respondent that further enforcement actions pursuant to 7 Del. C. § 6005 would ensue.

FINDINGS OF FACT

Permit WPCC 3009C/86 was issued to Respondent effective March 2, 2001, for a term of five (5) years, expiring on March 1, 2006.

Permit WPCC 3009C/86 Part I.A.2 states: "Operation of the spray irrigation system shall not cause the quality of the State's groundwater resources to be in violation of applicable Federal or State Drinking Water Standards on an average annual basis."

Permit WPCC 3009C/86 Part II.A.3(a) states: "If, for any reason, the permittee does not comply with or will be unable to comply with any effluent limitations or other conditions specified in this permit, the permittee shall provide the Department with the following information, in writing, within five (5) days of becoming aware of any actual or potential noncompliance: 1. A description of, and cause of, noncompliance with any such limitation or condition; and 2. The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and the steps being taken to reduce, eliminate and/or prevent recurrence of the noncomplying condition; and 3. Steps taken or planned to reduce or eliminate recurrence of the noncompliance."

Respondent became aware of the existence of a noncompliance condition via September 16, 2004 facsimile from Carbaugh to Murphy.

On March 2, 2006, the GWPB performed a hydrogeological review of the Respondent's wastewater treatment facility and issued a report revealing elevated nitrate level concentrations in Monitoring Wells #4, 5 & 6.

On March 14, 2006, the GWDS forwarded a copy of this report to the Respondent.

The GWDS has attempted to gain Respondent's voluntary compliance pursuant to 7 Del. C. § 6019 from March 2006 to August 2010.

Permit LTS 5019-86-06 was issued to the Respondent on August 14, 2006, for a term of five (5) years, expiring on August 13, 2011.

Permit LTS 5019-86-06 Part I.F. states: "Operation of the spray irrigation system shall not cause the quality of Delaware's ground water resources to be in violation of Federal or State Drinking Water Standards on an average annual basis."

Permit LTS 5019-86-06 Part I.H.1 states, in relevant part: "The permittee shall submit information for proper operation of the spray irrigation system in accordance with the following schedule: Investigate the elevated nitrate concentrations in Monitoring Well # 4...submit to the

GWDS a detailed work plan...addressing the concerns in the March 2, 2006 Hydrogeological Review/Report...obtain approval of this work plan from the GWDS...submit to the GWDS a report of findings from the investigation of the cause of the elevated nitrate levels...and the integrity evaluation of the aerated lagoon and Monitoring Well #4...obtain approval from the GWDS prior to initiation of the proposed course of action and.. that the completion of the course of resolution is satisfactory...."

Permit LTS 5019-86-06 Part I.H.2 states: "The permittee shall submit either a report of progress or, in the case of specific actions being required by identified dates, a written notice of compliance or noncompliance by a specified date. In the event of noncompliance, the notice shall include the cause of noncompliance, any remedial action taken, and the probability of meeting the next scheduled requirement."

Permit LTS 5019-86-06 Part II.A.3 states, in relevant part: "If, for any reason, the permittee does not comply with, or will be unable to comply with, any effluent limitations or other conditions specified in this permit, the permittee shall provide the Department with the following information, in writing, within five (5) days of becoming aware of any actual or potential noncompliance: a. A description and cause of the noncompliance with any limitation or condition; b. The period of noncompliance including the exact date and times; or, if not yet corrected, the anticipated time the noncompliance is expected to continue; and c. The steps being taken or planned to reduce, eliminate and/or prevent recurrence of the noncompliant condition."

From August, 2006 through March, 2009, the GWDS and the Respondent engaged in protracted discussions concerning the merits/viability of permit conditions of Permit LTS 5019-86-06.

Permit LTS 5019-09R was issued to the Respondent on April 6, 2009, for a term of one (1) year authorizing the Respondent to install a liner in the aerated lagoon.

Permit LTS 5019-09R Part III.A.4 states, in relevant part: "If, for any reason, the permittee does not comply with, or will be able to comply with, any limitations or other conditions specified in this permit, the permittee shall provide the GWDS with the following information, in writing, within five (5) days of becoming aware of any actual or potential non-compliance : a. A description and cause of the non-compliance with any limitation or condition; b. The period of non-compliance including exact dates and times; or, if not yet corrected, the anticipated time the non-compliance is expected to continue and the steps being taken to reduce, eliminate and/or prevent recurrence of the non-compliant condition; and c. Steps taken or planned to reduce or eliminate recurrence of the non-compliance."

The Respondent allowed the repair permit to expire by its own terms on April 5, 2010, without either initiating or completing any repair work on the aerated lagoon.

On August 3, 2010, the GWDS issued **Notice of Violation (NOV) W-10-GWD-03** to Respondent, delineating the violations and directing Respondent to complete specific Required Actions.

On October 5, 2010, the GWDS issued a **Non-Compliance Notification** to Respondent, enumerating the outstanding NOV action items still unsatisfied and additionally, advising Respondent that further actions pursuant to 7 Del .C. §6005 would ensue.

REGULATORY AND PERMIT VIOLATIONS

7 Del. Admin. C. §7103-80.3.1 states, in relevant part: "These regulations require the operation of systems that will function to their performance criteria without causing the State's ground water resources to violate State or Federal Drinking Water Standards on an average annual basis."

Permit WPCC 3009C/86 Part I.A.2 states: "Operation of the spray irrigation system shall not cause the quality of the State's groundwater resources to be in violation of applicable Federal or State Drinking Water Standards on an average annual basis."

Permit WPCC 3009C/86 Part II.A.3(a) states: "If, for any reason, the permittee does not comply with or will be unable to comply with any effluent limitations or other conditions specified in this permit, the permittee shall provide the Department with the following information, in writing, within five (5) days of becoming aware of any actual or potential noncompliance: 1. A description of, and cause of, noncompliance with any such limitation or condition; and 2. The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and the steps being taken to reduce, eliminate and/or prevent recurrence of the noncomplying condition; and 3. Steps taken or planned to reduce or eliminate recurrence of the noncompliance."

Permit LTS 5019-86-06 Part I.F states: "Operation of the spray irrigation system shall not cause the quality of Delaware's ground water resources to be in violation of Federal or State Drinking Water Standards on an average annual basis."

Permit LTS 5019-86-06 Part I.H.1 states, in relevant part: "The permittee shall submit information for proper operation of the spray irrigation system in accordance with the following schedule: Investigate the elevated nitrate concentrations in Monitoring Well #4...submit to the GWDS a detailed work plan ...addressing the concerns in the March 2, 2006 Hydrogeological Review/Report...obtain approval of this work plan from the GWDS...submit to the GWDS a report of findings from the investigation of the cause of the elevated nitrate levels...and the integrity evaluation of the aerated lagoon and Monitoring Well #4...obtain approval from the GWDS prior to initiation of the proposed course of action and.. that the completion of the course of resolution is satisfactory...."

Permit LTS 5019-86-06 Part I.H.2 states: "The permittee shall submit either a report of progress or, in the case of specific actions being required by identified dates, a written notice of compliance or noncompliance by a specified date. In the event of noncompliance, the notice

shall include the cause of noncompliance, any remedial action taken, and the probability of meeting the next scheduled requirement."

Permit LTS 5019-86-06 Part II.A.3 states, in relevant part: "If, for any reason, the permittee does not comply with, or will be unable to comply with, any effluent limitations or other conditions specified in this permit, the permittee shall provide the Department with the following information, in writing, within five (5) days of becoming aware of any actual or potential noncompliance: a. A description and cause of the noncompliance with any limitation or condition; b. The period of noncompliance including the exact date and times; or, if not yet corrected, the anticipated time the noncompliance is expected to continue; and c. The steps being taken or planned to reduce, eliminate and/or prevent recurrence of the noncompliant condition."

Permit LTS 5019-09R Part III.A.4 states, in relevant part: "If, for any reason, the permittee does not comply with, or will be able to comply with, any limitations or other conditions specified in this permit, the permittee shall provide the GWDS with the following information, in writing, within five (5) days of becoming aware of any actual or potential non-compliance : a. A description and cause of the non-compliance with any limitation or condition; b. The period of non-compliance including exact dates and times; or, if not yet corrected, the anticipated time the non-compliance is expected to continue and the steps being taken to reduce, eliminate and/or prevent recurrence of the non-compliant condition; and c. Steps taken or planned to reduce or eliminate recurrence of the non-compliance."

CONCLUSIONS

The Department has determined that the Respondent is violating 7 *Del. Admin. C. § 7103-80.3.1* of the Regulations, State of Delaware Permit WPC 3009C/86, State of Delaware Permit LTS 5019-86-06, and State of Delaware Permit LTS 5019-09R.

ASSESSMENT OF PENALTY

Pursuant to the provisions of 7 *Del. C. § 6005(b)(3)*, this is written notice to the Respondent that on the basis of its findings, the Department is assessing the Respondent an administrative penalty of **Two Hundred Three Thousand Three Hundred Twenty Dollars (\$203,320)** for the violations identified in this Penalty Assessment and Order.

In addition to the penalty assessment, the Respondent is hereby assessed estimated costs in the amount of **Thirty Thousand Four Hundred Ninety Eight Dollars (\$30,498)** pursuant to 7 *Del. C. § 6005(c)*.

The Respondent shall remit two checks payable to the State of Delaware in the amounts of \$203,320 and \$30,498 within thirty (30) days of receipt of this notice to Kevin Maloney, Deputy Attorney General, Department of Justice, 102 West Water Street, Dover, Delaware, 19901.


PUBLIC HEARING

This Notice of Administrative Penalty Assessment and Order shall become effective and final unless the Department receives from the Respondent, no later than thirty (30) days from the receipt of this Notice, a written request for a public hearing on these matters as provided in 7 *Del. C.* §6005(b)(3). In the event Respondent requests a hearing, the Department reserves the right to withdraw this Assessment and Order and take any additional enforcement action it deems appropriate, including, but not limited to, the imposition of civil penalties and recovery of the Department's costs pursuant to 7 *Del. C.* §6005. The Department does not otherwise intend to convene a public hearing on these matters but reserves the right to do so at its discretion.

PRE-PAYMENT

In the alternative, the Respondent may prepay the penalty to the Department within thirty (30) days and sign the attached waiver and return it to the Department. By doing so, the Respondent waives the right to a hearing and the opportunity to appeal or contest this Assessment and Order.

Date: 3 July 2004



Collin P. O'Mara, Secretary

CPO:KPM:LG:rh/jf/52-5.doc

cc: Kevin Maloney, Deputy Attorney General
Laura Gerard, Deputy Attorney General
Kathy Bunting-Howarth, Director, DNREC Division of Water
Dave Schepens, Program Manager, GWDS, DNREC Div. of Water
Roy W. Heineman, Paralegal, DNREC Division of Water
Jennifer M. Bothell, Enforcement Coordinator

WAIVER OF STATUTORY RIGHT TO A HEARING

The **YMG Corporation** hereby waives its right to a hearing and its opportunity to appeal or contest this Assessment and Order and agrees to the following:

1. The **YMG Corporation** will pay the administrative penalty in the amount of **\$203,320** by sending a check payable to the "State of Delaware" within 30 days of receipt of this Assessment and Order. The check shall be directed to Kevin Maloney, Deputy Attorney General, Department of Justice, 102 West Water Street, Dover, Delaware, 19901; and
2. The **YMG Corporation** will reimburse the Department in the amount of **\$30,498**, which represents the Department's estimated costs. The reimbursement shall be paid within thirty (30) days of receipt of this Assessment and Order. The check shall be made payable to the "State of Delaware" and shall be directed to Kevin Maloney, Deputy Attorney General, Department of Justice, 102 West Water Street, Dover, Delaware, 19901; and
3. The **YMG Corporation** further agrees to abide by all of the terms and conditions of this Assessment and Order.

YMG CORPORATION

Date: _____

By: _____
(Signature)

Title: _____

Name: _____
(Print)

EXHIBIT 4(f)

CLAIMS AND LITIGATION

The Plantations Owners' Association, Inc. ("Association") previously claimed certain title interests in the Waste Water Disposal System property pursuant to Article III, Section 2(B) of the Declaration of Covenants, Conditions and Restrictions for the Plantations dated December 1, 1986 and recorded December 12, 1986 in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware in Deed Book 1461, Page 54 ("Restrictions"). YMG Corporation, successor to the original developer, Crown Estates, responded to such claims with documentation substantiating the waiver of such title interests by the original developer, then in control of the Association. Documents relating to this claim, and the denial of the validity of the claim, include the following:

1. Restrictions;
2. September 1, 1989, letter, Crown Estates and Recreation International, Inc. to the Association, regarding right to receive title to Waste Water Disposal System (with written consent in lieu of special meeting, waiving and relinquishing such right to obtain title to Waste Water facility).
3. September 21, 1989, Deed, Crown Estates and The Plantations Owners' Association, Inc., Grantor and YMG Corporation, Grantee, recorded September 22, 1989 in the Office of the Recorder of Deeds, aforesaid in Deed Book 1673, Page 329 (with specific waiver of all right, title and interest in and to the Waste Water Disposal System property, acquired under Article III, Section 2B of the Restrictions).
4. September 1, 1989, letter, Crown Estates and Recreation International, Inc. to the Association regarding right of first refusal on purchase of Recreation facilities (with written consent in lieu of special meeting, waiving and relinquishing such right to obtain title to Recreation Facility).
5. September 21, 1989, Deed, Recreation International, Inc. and The Plantations Owners' Association, Inc., Grantor and YMG Recreation Corporation, Grantee, recorded September 25, 1989 in the Office of the Recorder of Deeds, aforesaid in Deed Book 1673, Page 333 (with specific waiver of all right, title and interest in and to the Recreation Facility property, acquired under Article III, Section 2A of the Restrictions).
6. August 31, 2007 letter; Robert V. Witsil, Jr., Esq. ("Witsil"), attorney for the Plantations Owners' Association, Inc. ("Association") to Robert G. Gibbs, Esq. ("Gibbs") and Harold E. Dukes, Esq. ("Dukes") (alleging Association title interests in Recreation Facilities and Waste Water Disposal property).

7. October 12, 2007 letter; Witsil to Gibbs, Dukes and Dennis Schrader, Esq., advising of Witsil's "investigation" of these alleged title interests.
 8. October 17, 2007 letter; Gibbs to Witsil, regarding original Developer's extinguishment of title interests, and of current owner of Recreation Facilities intention to sell Recreation Facilities property.
 9. December 4, 2007 letter; Gibbs to Witsil, regarding Association's waiver of any rights to purchase Recreation Facility.
 10. January 16, 2008 letter; Gibbs to Witsil, forwarding copies of items 2, 3, 4, and 5, above and discussion of well documented waiver of any residual title interests in and to the Recreational Facilities property and the Waste Water Facility.
-

EXHIBIT B

NOTICE OF ADMINISTRATIVE PENALTY AND ASSESSMENT ORDER

ORDER NO. 2011-W-0011



STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

OFFICE OF THE
SECRETARY

89 KINGS HIGHWAY
DOVER, DELAWARE 19901

PHONE: (302) 739-9000
FAX: (302) 739-6242

**NOTICE OF ADMINISTRATIVE PENALTY
ASSESSMENT AND ORDER**

Pursuant to 7 Del. C. § 6005

Order No. 2011-W-0011

**PERSONALLY SERVED BY
AN ENVIRONMENTAL PROTECTION
OFFICER**

Issued To:

Ms. Suzanne Powell
YMG Corporation
PMB 108, 4590 Highway One
Rehoboth Beach, DE 19971

Dear Ms. Powell:

This is to notify the YMG Corporation (Respondent) that the Secretary of the Department of Natural Resources and Environmental Control (Department) has found that Respondent is violating 7 Del. Admin. C. §§ 7103 et seq., *The State of Delaware, Department of Natural Resources and Environmental Control's Guidance and Regulations Governing the Land Treatment of Wastes* (Regulations), State of Delaware Permit WPCC 3009C/86, State of Delaware Permit LTS 5019-86-06, and State of Delaware Permit LTS 5019-09R. Accordingly, the Department is issuing this Notice of Administrative Penalty Assessment and Order (Notice).

BACKGROUND

The State of Delaware Permit WPCC 3009C/86 was issued to the Respondent on March 2, 2001, and authorized the discharge of effluent from the Respondent's Plantations Wastewater Treatment Plant in Rehoboth Beach, Delaware. This facility is designed to treat domestic wastewater from The Plantations development and spray irrigate the treated effluent on the following parcel(s): spray fields located on the west side of County Road 275 between County Roads 277 and 283, Sussex County, Delaware.

Delaware's Good Nature depends on you!

As a condition of Permit WPCC 3009C/86, the Respondent is required to monitor its monitoring wells on a quarterly scheduled basis by collecting samples from these wells and analyzing those samples for a number of pollutant parameters as specified in Permit WPCC 3009C/86. Data generated as a result of the sampling and analysis is summarized in a quarterly Ground Water Discharge Monitoring Report and submitted to the Department on a quarterly basis as required in Permit WPCC 3009C/86. During calendar year 2004 and through September 2010, the Respondent has submitted these reports to the Department.

Documented letters from the Respondent identified the fact that the Respondent has been aware of an elevated nitrate problem in Monitoring Well #4. Sampling parameters for nitrate as nitrogen have exceeded the Environmental Protection Agency's (EPA) Primary Drinking Water Standards over the past few years. For example, a facsimile transmitted from Mr. Brian C. Carbaugh, P.E. (Carbaugh) of WWES Associates, dated September 16, 2004, to the Respondent's Mr. Frank J. Murphy, III (Murphy), notified the Respondent of the excessive level of nitrate concentrations in Monitoring Well #4. (Note: The Ground Water Discharges Section [GWDS] obtained a copy of this facsimile as an attachment to a report dated February 25, 2008, submitted to the Department by Duffield Associates on behalf of the Respondent.) In the facsimile, Carbaugh advised Murphy that "the groundwater nitrate concentrations have regularly been high in Monitoring Well #4..." and further that "...this might mean that there was some leakage from Pond 1 into the groundwater, since Pond 1 was not lined with a synthetic liner when Ponds 2&3 were." Carbaugh additionally noted that he had been tracking this issue "for some time." The Respondent failed to provide noncompliance notification of the violation as required by Part II.A.3 of Permit WPCC 3009C/86.

On March 2, 2006, the Department's Ground Water Protection Branch (GWPB) performed a hydrogeological review of the Respondent's wastewater treatment facility. The hydrogeological report iterated concerns over elevated nitrate concentrations in Monitoring Well Numbers 4, 5, and 6 (concentrations of up to 50.4 mg/L). This report further stated that an evaluation of the aerated lagoon for leakage was warranted; and if this evaluation concluded that the aerated lagoon was, in fact, leaking, Respondent must prepare plans and specifications for lining the aerated lagoon and submit these documents to the Department for review and approval. (Note: Records on file with the GWDS indicated that polishing/storage lagoons 1 and 2 had leaked in the past and geosynthetic liners were subsequently installed.)

Before commencing administrative enforcement action, the GWDS attempted to obtain Respondent's voluntary compliance in accordance with 7 Del. C. § 6019. To that end, on March 14, 2006, the GWDS forwarded the March 2, 2006, hydrogeological report to the Respondent for review and subsequent discussion. Also, on March 27, 2006, the GWDS forwarded an electronic courtesy copy of a draft permit to Respondent that included a schedule of compliance to address the elevated nitrates in Monitoring Well #4.

On June 27, 2006, the GWDS received a letter from Carbaugh on behalf of the Respondent requesting a meeting to discuss the permit conditions addressing the elevated nitrate levels in Monitoring Well # 4. In subsequent discussions and e-mail transmissions, Carbaugh expressed marked disapproval of the need for a timeline in the permit. As a result, the GWDS eliminated the timeline on a good faith promise that the Respondent would complete the work plan in an expeditious manner. On August 14, 2006, the GWDS issued Permit LTS 5019-86-06 to the Respondent containing a schedule of compliance to investigate the elevated nitrate concentrations in Monitoring Well # 4.

On August 15, 2006, the GWDS sent an electronic transmission to Carbaugh requesting an opportunity to further discuss the schedule of compliance. This transmission expressed the GWDS belief that the compliance item to investigate the elevated nitrate concentration in Monitoring Well # 4 should remain in the permit. This issue had been discussed with the Respondent by the GWDS during a telephone conference on March 15, 2006. It was further explained during this session that monitoring parameter excesses typically are addressed by enforcement actions or a Secretary's Order. However, since the Respondent's permit was due for renewal, the GWDS concluded that the best way to address the issue of elevated nitrate concentrations was through a permitted schedule of compliance that would require an investigation of this matter. However, as of August 15, 2006, the Respondent had not begun or committed to an investigation.

On February 25, 2008, Duffield Associates submitted a report titled *Initial Investigation of High Nutrient Concentrations* to the GWDS on behalf of the Respondent. Subsequently, the GWDS received an electronic transmission from Carbaugh on behalf of the Respondent requesting the Department's approval to proceed with the "recommendations" contained in this report. The GWDS responded to this request by letter dated March 19, 2008, stating that the GWDS disapproved of the "recommendations" and alternatively recommended two different options that were acceptable to the GWDS. On May 1, 2008, Carbaugh replied by electronic transmission indicating continued disagreement regarding the GWDS proposed alternatives as viable paths forward. Since there emerged drastically differing professional and technical opinions between the Respondent's professional consultants and the Department's technical staff concerning a workable method of investigation/remediation, on May 28, 2008, the GWDS sent the Respondent a *Manager's Warning*, requiring the Respondent to submit a hydrogeological work plan to the GWDS consistent with the GWDS March 19, 2008, letter.

On June 30, 2008, Carbaugh submitted an *Outline and Schedule for Implementation* to the GWDS on behalf of the Respondent. In general, this outline proposed to line the aerated lagoon in an effort to remediate the elevated nitrate concentrations in Monitoring Well # 4. Additionally, this outline provided a specific timeline to complete repairs of approximately one hundred twenty (120) days from permit issuance. The GWDS accepted this proposal on July 9,

2008, as an effort toward voluntary compliance pursuant to 7 Del. C. § 6019. Further enforcement action was stayed at this time.

On February 20, 2009, Carbaugh, on behalf of the Respondent, submitted to the Department a design drawing for modifications to Lagoon 1. The GWDS issued Permit LTS 5019-09R to the Respondent on April 6, 2009, authorizing the Respondent to repair Lagoon 1 (aerated lagoon) by installing a synthetic liner in accordance with the approved *Outline and Schedule for Implementation*. The permit expired by its own terms on April 5, 2010. As of August 1, 2010, the Respondent neither initiated the installation of a synthetic liner in Lagoon 1 nor applied for a renewal of the above repair permit.

The Respondent constantly failed to meet deadlines for submittals as well as repairs. The Respondent also failed to comply with corrective action. The GWDS attempted, without success, to gain Respondent's voluntary compliance in accordance with 7 Del. C. § 6019 since March, 2006. Therefore, on August 3, 2010, the Department issued Notice of Violation W-10-GWD-03 (NOV) to the Respondent.

The NOV specifically cited the Respondent for the following violations:

1) Elevated Nitrates in Monitoring Wells 4, 5 & 6

Respondent is in violation of 7 Del. Admin. C. § 7103-80.3.1 of the Regulations and Permit LTS 5019-86-06 Part I.F because Respondent's spray irrigation system operation was in violation of applicable Federal and State Drinking Water Standards on an average annual basis. Monitoring well data submitted by the Respondent to the Department indicate nitrate concentrations in the ground water at Monitoring Wells # 4, 5 & 6 exceed the Primary Drinking Water Standard of 10 mg/L on an average annual basis.

2) Failure to Notify – Permit Noncompliance

Respondent is in violation of Permit WPCC 3009C/86 Part II.A.3 because Respondent failed to provide proper notification of permit noncompliance to the Department after receiving the notice dated September 16, 2004 from Carbaugh concerning the elevated nitrate concentrations in Monitoring Well # 4.

3) Failure to Complete Necessary Repairs Pursuant to State of Delaware Permit LTS 5019-09R

Permit LTS 5019-09R was issued on April 6, 2009 by the GWDS authorizing the Respondent to repair Lagoon 1 (Aerated Lagoon) by installing a synthetic liner in accordance with their previously submitted *Outline and Schedule for Implementation*. This Permit expired by its own terms on April 5, 2010. The

Respondent has neither initiated the installation of the synthetic liner in Lagoon 1 nor applied for a renewal of the repair permit.

The August 3, 2010, NOV additionally directed the Respondent to complete the following **Required Actions**:

- 1) **By September 1, 2010**, submit a written report to the GWDS summarizing the methods and results of a detailed inspection of the aerated lagoon and its appurtenances. This report must specify which of the following two action options the Respondent will pursue: Option 1—Line the aerated lagoon or Option 2—Conduct a more in-depth hydrogeologic investigation of the aerated lagoon. Each of these options delineated its own set of specific requirements that were to be in-place no later than **September 15, 2010**.
- 2) Within thirty (30) days of the date of this NOV, submit and implement a remediation plan to reduce nitrate concentrations in the groundwater below and adjacent to the spray field. The remediation plan must include a revised, monthly effluent application nitrogen balance.
- 3) Respondent must continue conducting monthly groundwater sampling of Monitoring Well #4 (located immediately southwest of the aerated lagoon). This monthly sampling must include total nitrogen, nitrate as nitrogen, and all field parameters as outlined in Permit LTS 5019-86-06; quarterly samplings must include all field and laboratory parameters as outlined in Permit LTS 5019-86-06. Respondent must continue said monthly groundwater sampling until Respondent receives written approval from the GWDS to cease this activity.
- 4) Within thirty (30) days of the date of this NOV, Respondent must label all Monitoring Wells with a DNREC ID tag as well as the local ID.

In a letter dated September 1, 2010, the Respondent submitted a report that purported to address all of the August 3, 2010, NOV required actions. However, many of the action items were in a preparatory stage of which additional information/data would be furnished when available in the future. While Respondent subsequently provided periodic "updates" in activity status, these actions were not in accord with the NOV and still remain incomplete. Of particular note, the Respondent indicated in the September 1, 2010, report that it had selected Option 1—installation of a synthetic line in the aerated lagoon—as its remediation course of action. That option required the Respondent to submit an application to renew repair Permit LTS 5019-09R to the Department no later than **September 15, 2010**.

On October 5, 2010, the GWDS issued a **Non-Compliance Notification** to the Respondent, listing all of the outstanding items required by the August 3, 2010 NOV that the

Respondent failed to submit to the GWDS. This notification further advised the Respondent that further enforcement actions pursuant to 7 Del. C. § 6005 would ensue.

FINDINGS OF FACT

Permit WPCC 3009C/86 was issued to Respondent effective March 2, 2001, for a term of five (5) years, expiring on March 1, 2006.

Permit WPCC 3009C/86 Part I.A.2 states: "Operation of the spray irrigation system shall not cause the quality of the State's groundwater resources to be in violation of applicable Federal or State Drinking Water Standards on an average annual basis."

Permit WPCC 3009C/86 Part II.A.3(a) states: "If, for any reason, the permittee does not comply with or will be unable to comply with any effluent limitations or other conditions specified in this permit, the permittee shall provide the Department with the following information, in writing, within five (5) days of becoming aware of any actual or potential noncompliance: 1. A description of, and cause of, noncompliance with any such limitation or condition; and 2. The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and the steps being taken to reduce, eliminate and/or prevent recurrence of the noncomplying condition; and 3. Steps taken or planned to reduce or eliminate recurrence of the noncompliance."

Respondent became aware of the existence of a noncompliance condition via September 16, 2004 facsimile from Carbaugh to Murphy.

On March 2, 2006, the GWPB performed a hydrogeological review of the Respondent's wastewater treatment facility and issued a report revealing elevated nitrate level concentrations in Monitoring Wells #4, 5 & 6.

On March 14, 2006, the GWDS forwarded a copy of this report to the Respondent.

The GWDS has attempted to gain Respondent's voluntary compliance pursuant to 7 Del. C. § 6019 from March 2006 to August 2010.

Permit LTS 5019-86-06 was issued to the Respondent on August 14, 2006, for a term of five (5) years, expiring on August 13, 2011.

Permit LTS 5019-86-06 Part I.F. states: "Operation of the spray irrigation system shall not cause the quality of Delaware's ground water resources to be in violation of Federal or State Drinking Water Standards on an average annual basis."

Permit LTS 5019-86-06 Part I.H.1 states, in relevant part: "The permittee shall submit information for proper operation of the spray irrigation system in accordance with the following schedule: Investigate the elevated nitrate concentrations in Monitoring Well # 4...submit to the

GWDS a detailed work plan...addressing the concerns in the March 2, 2006 Hydrogeological Review/Report...obtain approval of this work plan from the GWDS...submit to the GWDS a report of findings from the investigation of the cause of the elevated nitrate levels...and the integrity evaluation of the aerated lagoon and Monitoring Well #4...obtain approval from the GWDS prior to initiation of the proposed course of action and.. that the completion of the course of resolution is satisfactory...."

Permit LTS 5019-86-06 Part I.H.2 states: "The permittee shall submit either a report of progress or, in the case of specific actions being required by identified dates, a written notice of compliance or noncompliance by a specified date. In the event of noncompliance, the notice shall include the cause of noncompliance, any remedial action taken, and the probability of meeting the next scheduled requirement."

Permit LTS 5019-86-06 Part II.A.3 states, in relevant part: "If, for any reason, the permittee does not comply with, or will be unable to comply with, any effluent limitations or other conditions specified in this permit, the permittee shall provide the Department with the following information, in writing, within five (5) days of becoming aware of any actual or potential noncompliance: a. A description and cause of the noncompliance with any limitation or condition; b. The period of noncompliance including the exact date and times; or, if not yet corrected, the anticipated time the noncompliance is expected to continue; and c. The steps being taken or planned to reduce, eliminate and/or prevent recurrence of the noncompliant condition."

From August, 2006 through March, 2009, the GWDS and the Respondent engaged in protracted discussions concerning the merits/viability of permit conditions of Permit LTS 5019-86-06.

Permit LTS 5019-09R was issued to the Respondent on April 6, 2009, for a term of one (1) year authorizing the Respondent to install a liner in the aerated lagoon.

Permit LTS 5019-09R Part III.A.4 states, in relevant part: "If, for any reason, the permittee does not comply with, or will be able to comply with, any limitations or other conditions specified in this permit, the permittee shall provide the GWDS with the following information, in writing, within five (5) days of becoming aware of any actual or potential non-compliance : a. A description and cause of the non-compliance with any limitation or condition; b. The period of non-compliance including exact dates and times; or, if not yet corrected, the anticipated time the non-compliance is expected to continue and the steps being taken to reduce, eliminate and/or prevent recurrence of the non-compliant condition; and c. Steps taken or planned to reduce or eliminate recurrence of the non-compliance."

The Respondent allowed the repair permit to expire by its own terms on April 5, 2010, without either initiating or completing any repair work on the aerated lagoon.

On August 3, 2010, the GWDS issued Notice of Violation (NOV) W-10-GWD-03 to Respondent, delineating the violations and directing Respondent to complete specific Required Actions.

On October 5, 2010, the GWDS issued a **Non-Compliance Notification** to Respondent, enumerating the outstanding NOV action items still unsatisfied and additionally, advising Respondent that further actions pursuant to 7 Del. C. §6005 would ensue.

REGULATORY AND PERMIT VIOLATIONS

7 Del. Admin. C. §7103-80.3.1 states, in relevant part: "These regulations require the operation of systems that will function to their performance criteria without causing the State's ground water resources to violate State or Federal Drinking Water Standards on an average annual basis."

Permit WPCC 3009C/86 Part I.A.2 states: "Operation of the spray irrigation system shall not cause the quality of the State's groundwater resources to be in violation of applicable Federal or State Drinking Water Standards on an average annual basis."

Permit WPCC 3009C/86 Part II.A.3(a) states: "If, for any reason, the permittee does not comply with or will be unable to comply with any effluent limitations or other conditions specified in this permit, the permittee shall provide the Department with the following information, in writing, within five (5) days of becoming aware of any actual or potential noncompliance: 1. A description of, and cause of, noncompliance with any such limitation or condition; and 2. The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and the steps being taken to reduce, eliminate and/or prevent recurrence of the noncomplying condition; and 3. Steps taken or planned to reduce or eliminate recurrence of the noncompliance."

Permit LTS 5019-86-06 Part I.F states: "Operation of the spray irrigation system shall not cause the quality of Delaware's ground water resources to be in violation of Federal or State Drinking Water Standards on an average annual basis."

Permit LTS 5019-86-06 Part I.H.1 states, in relevant part: "The permittee shall submit information for proper operation of the spray irrigation system in accordance with the following schedule: Investigate the elevated nitrate concentrations in Monitoring Well #4...submit to the GWDS a detailed work plan ...addressing the concerns in the March 2, 2006 Hydrogeological Review/Report...obtain approval of this work plan from the GWDS...submit to the GWDS a report of findings from the investigation of the cause of the elevated nitrate levels...and the integrity evaluation of the aerated lagoon and Monitoring Well #4...obtain approval from the GWDS prior to initiation of the proposed course of action and.. that the completion of the course of resolution is satisfactory...."

Permit LTS 5019-86-06 Part I.H.2 states: "The permittee shall submit either a report of progress or, in the case of specific actions being required by identified dates, a written notice of compliance or noncompliance by a specified date. In the event of noncompliance, the notice

shall include the cause of noncompliance, any remedial action taken, and the probability of meeting the next scheduled requirement."

Permit LTS 5019-86-06 Part II.A.3 states, in relevant part: "If, for any reason, the permittee does not comply with, or will be unable to comply with, any effluent limitations or other conditions specified in this permit, the permittee shall provide the Department with the following information, in writing, within five (5) days of becoming aware of any actual or potential noncompliance: a. A description and cause of the noncompliance with any limitation or condition; b. The period of noncompliance including the exact date and times; or, if not yet corrected, the anticipated time the noncompliance is expected to continue; and c. The steps being taken or planned to reduce, eliminate and/or prevent recurrence of the noncompliant condition."

Permit LTS 5019-09R Part III.A.4 states, in relevant part: "If, for any reason, the permittee does not comply with, or will be able to comply with, any limitations or other conditions specified in this permit, the permittee shall provide the GWDS with the following information, in writing, within five (5) days of becoming aware of any actual or potential non-compliance : a. A description and cause of the non-compliance with any limitation or condition; b. The period of non-compliance including exact dates and times; or, if not yet corrected, the anticipated time the non-compliance is expected to continue and the steps being taken to reduce, eliminate and/or prevent recurrence of the non-compliant condition; and c. Steps taken or planned to reduce or eliminate recurrence of the non-compliance."

CONCLUSIONS

The Department has determined that the Respondent is violating 7 Del. Admin. C. § 7103-80.3.1 of the Regulations, State of Delaware Permit WPCC 3009C/86, State of Delaware Permit LTS 5019-86-06, and State of Delaware Permit LTS 5019-09R.

ASSESSMENT OF PENALTY

Pursuant to the provisions of 7 Del. C. §6005(b)(3), this is written notice to the Respondent that on the basis of its findings, the Department is assessing the Respondent an administrative penalty of *Two Hundred Three Thousand Three Hundred Twenty Dollars* (\$203,320) for the violations identified in this Penalty Assessment and Order.

In addition to the penalty assessment, the Respondent is hereby assessed estimated costs in the amount of *Thirty Thousand Four Hundred Ninety Eight Dollars* (\$30,498) pursuant to 7 Del. C. §6005(c).

The Respondent shall remit two checks payable to the State of Delaware in the amounts of \$203,320 and \$30,498 within thirty (30) days of receipt of this notice to Kevin Maloney, Deputy Attorney General, Department of Justice, 102 West Water Street, Dover, Delaware, 19901.

PUBLIC HEARING

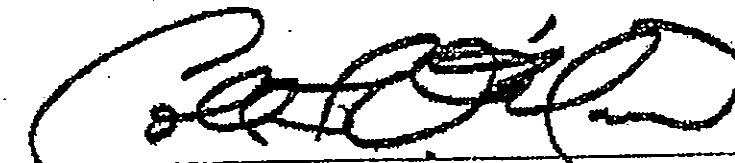
This Notice of Administrative Penalty Assessment and Order shall become effective and final unless the Department receives from the Respondent, no later than thirty (30) days from the receipt of this Notice, a written request for a public hearing on these matters as provided in 7 Del. C. §6005(b)(3). In the event Respondent requests a hearing, the Department reserves the right to withdraw this Assessment and Order and take any additional enforcement action it deems appropriate, including, but not limited to, the imposition of civil penalties and recovery of the Department's costs pursuant to 7 Del. C. §6005. The Department does not otherwise intend to convene a public hearing on these matters but reserves the right to do so at its discretion.

PRE-PAYMENT

In the alternative, the Respondent may prepay the penalty to the Department within thirty (30) days and sign the attached waiver and return it to the Department. By doing so, the Respondent waives the right to a hearing and the opportunity to appeal or contest this Assessment and Order.

Date:

3 July 2004



Collin P. O'Mara, Secretary

CPO:KPM:LG:rh/jf/52-5.doc

cc: Kevin Maloney, Deputy Attorney General
Laura Gerard, Deputy Attorney General
Kathy Bunting-Howarth, Director, DNREC Division of Water
Dave Schepens, Program Manager, GWDS, DNREC Div. of Water
Roy W. Heineman, Paralegal, DNREC Division of Water
Jennifer M. Bothell, Enforcement Coordinator

WAIVER OF STATUTORY RIGHT TO A HEARING

The YMG Corporation hereby waives its right to a hearing and its opportunity to appeal or contest this Assessment and Order and agrees to the following:

1. The YMG Corporation will pay the administrative penalty in the amount of \$203,320 by sending a check payable to the "State of Delaware" within 30 days of receipt of this Assessment and Order. The check shall be directed to Kevin Maloney, Deputy Attorney General, Department of Justice, 102 West Water Street, Dover, Delaware, 19901; and
2. The YMG Corporation will reimburse the Department in the amount of \$30,498, which represents the Department's estimated costs. The reimbursement shall be paid within thirty (30) days of receipt of this Assessment and Order. The check shall be made payable to the "State of Delaware" and shall be directed to Kevin Maloney, Deputy Attorney General, Department of Justice, 102 West Water Street, Dover, Delaware, 19901; and
3. The YMG Corporation further agrees to abide by all of the terms and conditions of this Assessment and Order.

YMG CORPORATION

Date: _____

By: _____
(Signature)

Title: _____

Name: _____
(Print)

EXHIBIT C

LIST OF PROPERTY OWNERS

The Plantations

06/20/2012

Name	Mailing Address	City/ST/Zip	Location	Tax Parcel Number
DAVID W. & BETTY JO SMITH	PO BOX 232	GLEN ARM, MD 21057	PLANTATION EAST VILLAGE 3 SOUTH	3-34 6.00 1274.00
JEAN M. MASONE	142 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATION EAST VILLAGE 3 SOUTH	3-34 6.00 1275.00
SARA A & JOSEPHINE H KING	605 HAVENHILL RD	EDGEWATER, MD 21037	PLANTATION EAST VILLAGE 4	3-34 6.00 1301.00
JURA H. KIRCK & KATHLEEN J. HILTON	8 FOX CREEK DRIVE	REHOBOTH BEACH, DE 19971	PLANTATION EAST VILLAGE 4	3-34 6.00 1302.00
NANCY B & ROBERT W CROWE	PO BOX 3959	WILMINGTON, DE 19807	PLANTATION EAST VILLAGE 4	3-34 6.00 1303.00
KEVIN F BRADY & SARAHE ARNOLD	307 ROSE GLEN LN	KENNETT SQUARE, PA 19348	PLANTATION EAST VILLAGE 4	3-34 6.00 1304.00
JAMES & STEPHANIE STELENE	201 UNIVERSITY DRIVE	LEWES, DE 19958	PLANTATION EAST VILLAGE 4	3-34 6.00 1305.00
THOMAS K NOVIKOFF	168 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATION EAST VILLAGE 4	3-34 6.00 1307.00
WILLIAM H. LANE	170 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATION EAST VILLAGE 4	3-34 6.00 1308.00
DONALD R MUTCH	4321 NE 15TH TER	FORT LAUDERDALE, FL 33334	PLANTATION EAST VILLAGE 4	3-34 6.00 1322.00
MARK A GIOIA & DONNA M HEGYI-GIOIA	20 DORSETT DIR	WARMINSTER, PA 18974	PLANTATION EAST VILLAGE 1 NW	3-34 6.00 1331.00
SUSAN E. PERRY	5700 GOVERNORS POND CIR	ALEXANDRIA, VA 22310	PLANTATION EAST VILAGE 1	3-34 6.00 1332.00
DONALD R MUTCH	4321 NE 15TH TER	FORT LAUDERDALE, FL 33334	PLANTATION EAST VILLAGE 1 NW	3-34 6.00 1333.00
WILLIAM C & MICHAEL H ANTHONY	8333 MEADOWSWEET RD	PIKESVILLE, MD 21208	PLANTATION EAST LOT TH1 VILLAGE 5	3-34 6.00 1334.00
ELLEN M WATKINS	232 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATION EAST LOT TH2 VILLAGE 5	3-34 6.00 1335.00
GREGORY L MAYER	33301 CHANDLER STREET	LEWES, DE 19958	PLANTATION EAST LOT TH3 VILLAGE 5	3-34 6.00 1336.00
RICHARD S FOTI	33568 WESTGATE CIR UNIT B2	LEWES, DE 19958	PLANTATION EAST LOT TH4 VILLAGE 5	3-34 6.00 1337.00
ROBERT D & THERESA A KNOLL	45 RAWLINGS DRIVE	BEAR, DE 19701	PLANTATION EAST LOT TH5 VILLAGE 5	3-34 6.00 1338.00
JOSEPH P & JO ANN B ROLLEK	23 WAGON SHED LN	MIDDLETOWN, MD 21769	PLANTATION EAST LOT TH6 VILLAGE 6	3-34 6.00 1339.00
CHRISTOPHER SHARP	67 HARVEST CT	SMYRNA, DE 19977	PLANTATION EAST LOT TH1 VILLAGE 1 SE	3-34 6.00 1340.00
SHEILA HOLLIDAY	49 BLOMMER RD	BREWSTER, NY 10509	PLANTATION EAST LOT TH2 VILLAGE 1 SE	3-34 6.00 1341.00
DENNIS J & SUSAN M YEE	16029 COPEN MEADOW DRIVE	GAITHERSBURG, MD 20878	PLANTATION EAST LOT TH3 VILLAGE 1 SE	3-34 6.00 1342.00
SHEILA M WLLING	145 M F BOWEN ROAD	HUNTINGTON, MD 20639	PLANTATION EAST LOT TH4 VILLAGE 1 SE	3-34 6.00 1343.00
FRANK L & BARBARA A SPARKS	119 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATION EAST LOT TH4 VILLAGE 1 SE	3-34 6.00 1344.00
ARMADNO & ANGELA MELILLI	146 ASHBROOK ROAD	CHERRY HILL, NJ 08034	PLANTATION EAST LOT TH7	3-34 6.00 1345.00
JANICE A CZARNECKI	244 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATION EAST LOT TH8	3-34 6.00 1346.00
ANDREA JO HJERMAN	PO BOX 575	NASSAU, DE 19969	PLANTATION EAST LOT TH9	3-34 6.00 1347.00
ALLEN & ELEANOR R FLANZRAICH	6390 TAWNY BLOOM	COLUMBIA, MD 21045	PLANTATION EAST LOT TH10	3-34 6.00 1348.00
CYNTHIA WESTHEAD	11 SPDEN CT	TRENTON, NJ 08620	PLANTATION EAST LOT TH11	3-34 6.00 1349.00
DINO A & MARILYN B COSTAS	33886 MAGNIOLOA PLANTATIONS DR	LEWES, DE 19958	THE PLANTATIONS LOT 1	3-34 12.00 482.00
NORMA MCCLAIN	18598 BROADFIELD DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 2	3-34 12.00 483.00
SHELLEY A LIAS	18606 BROADFIELD DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 3	3-34 12.00 484.00
NICHOLAS & SYLVIA L FIORINO	18614 BROADFIELD DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 4	3-34 12.00 485.00
FRANCES N SANNA	106 BAMCROST MILLS ROAD	WILMINGTON, DE 19806	THE PLANTATIONS LOT 5	3-34 12.00 486.00
ROBERT I & LYNN R BLOMQUIST	18628 BORAKFIELD DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 6	3-34 12.00 487.00
SAMUEL & ELIZABETH F DEBOER	18630 BROADFIELD DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 7	3-34 12.00 488.00
WILLIAM H & CATHERINE C GREMMINGER	18631 BROADFIELD DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 8	3-34 12.00 489.00
SAMUEL & FLORINE ROSAURI ROSAURI	PO BOX 1088	HOCKESSIN, DE 19707	THE PLANTATIONS LOT 9	3-34 12.00 490.00
CATHY A BURNWEIT	6304 CABALLERO BLVD	CORAL GABLES, FL 33146	THE PLANTATIONS LOT 10	3-34 12.00 491.00
PHYLLIS LUNETTA	18615 BROADFIELD DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 11	3-34 12.00 492.00
DAVID VOUGHT SQUIRES	18609 BROADFIELD-PLANTATION DR	LEWES, DE 19958	THE PLANTATIONS LOT 12	3-34 12.00 493.00
DAVID & TERE NE LABRECQUE	33 CONCORD AVE	METUCHEN, NJ 08840	THE PLANTATIONS LOT 13	3-34 12.00 494.00
PAT MCCREA TRUSTEE TORELLI	18595 BROADFIELD DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 14 W/IMP	3-34 12.00 495.00
RANDALL G BURTON	1700 TALLEY RD	WILMINGTON, DE 19803	THE PLANTATIONS LOT 15	3-34 12.00 496.00

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JON K & MARI L PLOWMAN	18577 BROADFIELD DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 16	3-34 12.00 497.00
PAUL G & CAROL H CAREY	18569 BROADFIELD DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 17	3-34 12.00 498.00
WENDY LYNN & MARY M SCHATZ	18565 BROADFIELD DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 18	3-34 12.00 499.00
BARBARA A MULLIN	18551 BROADFIELD DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 19	3-34 12.00 500.00
DANIEL G CHADBURN & THOMAS W NICHOLS	7805 WINGANTON CT	FALLS CHURCH, VA 22043	THE PLANTATIONS LOT 20	3-34 12.00 501.00
JOANNE C DOWNHAM	8392 GALLBERRY CIRCEL	PORT ST LUCIE, FL 34952	THE PLANTATIONS LOT 21	3-34 12.00 502.00
BARBARA W BRITTINGHAM	506 REHOBOTH AVE UNIT B	REHOBOTH BEACH, DE 19971	THE PLANTATIONS LOT 22	3-34 12.00 503.00
DONALD A & ANDREA L STORY STORY	34046 HOFWYL DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 23	3-34 12.00 504.00
CHARLES & DIANA SAMPAYO SAMPAYO	9 MOHICAN CT	SALISBURY MILLS, NY 12577	THE PLANTATIONS LOT 24	3-34 12.00 505.00
ALFRED A REICHMAN	7111 PENQUIN PLACE	FALLS CHURCH, VA 22043	THE PLANTATIONS LOT 25	3-34 12.00 506.00
BRUCE H MOFFIT	1991 NEW DANVILLE PIKE	LANCASTER, PA 17603	THE PLANTATIONS LOT 26	3-34 12.00 507.00
TERRY R & JUDY K PRINDLE	34027 HOWWYL DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 27	3-34 12.00 508.00
SHIRLEY TRUSTEE LANDERS	18574 BROADFIELD DRIVE	LEWES, DE 19958	THE PLANTATIONS LOT 28	3-34 12.00 509.00
WILLIAM & JANE G LAMB	18582 BROADFIELD-PLANTATION DR	LEWES, DE 19958	THE PLANTATIONS LOT 29 W/IMP	3-34 12.00 510.00
THOMAS A TRUSTEE & MATHIS	33887 MAGNOLIA PLANTATIONS DR	LEWES, DE 19958	THE PLANTATIONS LOT 30	3-34 12.00 511.00
GENE L & NANCY L CRIM	33881 MAGNOLIA PLANTATIONS DR	LEWES, DE 19958	THE PLANTATIONS LOT 31 W/IMP	3-34 12.00 512.00
WILLIAM R & GEORGIANN DEIST	33880 MAGNOLIA PLANTATIONS DR	LEWES, DE 19958	THE PLANTATIONS LOT 32	3-34 12.00 513.00
E MERLE REUTHER	125 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 1	3-34 6.00 1116.00
ROBERT H & DOROTHY F LOFLAND	127 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 2 W/IMP	3-34 6.00 1117.00
ROBERT G & MAUREEN HAHN HAHN	722 AMBLESIDE DRIVE	WILMINGTON, DE 19808	PLANTATIONS EAST LOT 3	3-34 6.00 1118.00
FRANCIS J & MADELYN ZACCHINO	131 ALKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 4	3-34 6.00 1119.00
ANNETTE C COLLINS	163 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 5	3-34 6.00 1120.00
MAUREEN A DAVIS	165 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 6	3-34 6.00 1121.00
RUSSELL PETER & NAN UCULANO	9 FALLING CREEK CT	SILVER SPRINGS, MD 20904	PLANTATIONS EAST LOT 7	3-34 6.00 1122.00
BARBARA FOX SPEHR	169 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 8	3-34 6.00 1123.00
CHRY'S V DUDBRIDGE	1 LAKEVIEW COURT	LEWES, DE 19958	PLANTATIONS EAST LOT 9	3-34 6.00 1124.00
ROBERT J TRUSTEE MASON	142 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 10	3-34 6.00 1125.00
FRANK R WOJICK	5 LAKEVIEW COURT	LEWES, DE 19958	PLANTATIONS EAST LOT 11	3-34 6.00 1126.00
STEVEN MARVIN WEBER	7 LAKEVIEW COURT	LEWES, DE 19958	PLANTATIONS EAST LOT 12	3-34 6.00 1127.00
DAVID R & ERNESTINE K CUMBER	9 LAKEVIEW COURT	LEWES, DE 19958	PLANTATIONS EAST LOT 13	3-34 6.00 1128.00
ROBERT D TRUSTEE JOHNSON	33 PARK EDGE	BERKELEY HEIGHTS, NJ 07922	PLANTATIONS EAST LOT 14	3-34 6.00 1129.00
MARY F TRUSTEE EAST	6 RIVERS END DR	SEAFORD, DE 19973	PLANTATIONS EAST LOT 15	3-34 6.00 1130.00
CHARLOTTE R TRUSTEE MCDOWELL	179 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 16	3-34 6.00 1131.00
RICHARD & ANNETTE STELLHORN	181 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 17	3-34 6.00 1132.00
DORIS S BUCHANAN	183 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 18 W/IMP	3-34 6.00 1133.00
FRANCIS M JR BROWN	185 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 19	3-34 6.00 1134.00
T THEODORE & MINDY LEE JONES	187 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 20 W/IMP	3-34 6.00 1135.00
THOMAS R ANDERSON	189 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 21	3-34 6.00 1136.00
JEAN D VAREHA	191 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 22	3-34 6.00 1137.00
EUGENE V TRUSTEE WILSON	193 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 23	3-34 6.00 1138.00
ANTHONY F & JANET L BARBIERI	195 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 24	3-34 6.00 1139.00
JAMES G SR & NORMA L KLABE	201 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 25	3-34 6.00 1140.00
JILL A DUNHAM & KATHY S FRENCH	13872 AMY LANE	NOKESVILLE, VA 20181	PLANTATIONS EAST LOT 26	3-34 6.00 1141.00
ELIZABETH C & LANCE N & WENDY S SCARFF	2300 FALLSTON ROAD	FALLSTON, MD 21047	PLANTATIONS EAST LOT 27	3-34 6.00 1142.00

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JEANNE L TOSCANO	207 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 28	3-34 6.00 1143.00
M LEONARD & SUSAN M HAGEN LESHEM	209 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 29 W/IMP	3-34 6.00 1144.00
RICHARD C & PRISCILLA D POWELL	211 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 30	3-34 6.00 1145.00
PA Z DRESNER	213 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 31	3-34 6.00 1146.00
DONA M PENNELL	215 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 32	3-34 6.00 1147.00
ROBERT ALTON PERCIFUL	217 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 33	3-34 6.00 1148.00
KENDALL W & KAREN E ADAMS GLANDING	128 LITTONDALE CT	MIDDLETOWN, DE 19709	PLANTATIONS EAST LOT 34 W/IMP	3-34 6.00 1149.00
MICAH SKLUT	221 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 35	3-34 6.00 1150.00
EVERETT J BEACH	223 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 36	3-34 6.00 1151.00
ROBERT PETERSON TRUSTEE JACOBS	225 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 37	3-34 6.00 1152.00
ANNA L GAITO	227 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 38	3-34 6.00 1153.00
CARL & MARY HOROSZ	13 MARTHA AVENUE	ELMWOOD PARK, NJ 07407	PLANTATIONS EAST LOT 39	3-34 6.00 1154.00
FREDERIC W & CHRISTINA M GROSS	6388 WINDING ROAD	COOPERSBURG, PA 18036	PLANTATIONS EAST LOT 40	3-34 6.00 1155.00
RAYMOND & CAROL M WASILKO	233 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 41	3-34 6.00 1156.00
FRANCES P DALY	235 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 42	3-34 6.00 1157.00
CHARLES J & KATHARINE M KING	237 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 43	3-34 6.00 1158.00
LESLIE AARON FRIEDLIEB	239 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 44	3-34 6.00 1159.00
LEO E MANZER	328 CASSELL CT	WILMINGTON, DE 19803	PLANTATIONS EAST LOT 45	3-34 6.00 1160.00
HERBERT L JR & BARBARA W RICE	256 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 46	3-34 6.00 1161.00
BRIAN BORTNICKER	52 EVERGREEN AVENUE	BROOMALL, PA 19008	PLANTATIONS EAST LOT 47	3-34 6.00 1162.00
DOMENIC V TRUSTEE CALABRO	8412 JEB STUART RD	POTOMAC, MD 20854	PLANTATIONS EAST LOT 48	3-34 6.00 1163.00
MARTIN BOVA	257 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 49	3-34 6.00 1164.00
DENNIS E & DEBORAH A GRUBB	PO BOX 415	LEWES, DE 19958	PLANTATIONS EAST LOT 50	3-34 6.00 1165.00
BRUCE W & PATRICIA A FRANKUM	716 BURNLEY ROAD	WILMINGTON, DE 19803	PLANTATIONS EAST LOT 51	3-34 6.00 1166.00
GEOFFREY E & CELENIA TOBIAS	801 N OCEAN BLVD	DELRAY BEACH, FL 33483	PLANTATIONS EAST LOT 52	3-34 6.00 1167.00
ERIC C RATLEDGE	265 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 53	3-34 6.00 1168.00
BRANDON BROCKMEIER	7525 AXTON STREET	SPRINGFIELD, VA 22151	PLANTATIONS EAST LOT 54	3-34 6.00 1169.00
WARREN C & MARY LEE SMITH SMITH	269 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 55	3-34 6.00 1170.00
CHRISTOPHER & DEBORAH B WILLIAMS	271 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 56	3-34 6.00 1171.00
273 LAKESIDE LLC	32828 OEACN REACH DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 57	3-34 6.00 1172.00
WALTER J JR & FRANCES E LEGENSTEIN	213 ARMEL DRIVE	LANCASTER, PA 17603	PLANTATIONS EAST LOT 58	3-34 6.00 1173.00
ARTHUR L & MERYL A GOLDVARG	12089 LONG LAKE DRIVE	OWNINGS MILLS, MD 21117	PLANTATIONS EAST LOT 59	3-34 6.00 1174.00
EDWIG A BASIL	26 PLUM CIRCLE	PHOENIXVILLE, PA 19460	PLANTATIONS EAST LOT 60	3-34 6.00 1175.00
BEVERLY TRUSTEE MANDIL	130 MOORINGS PARK DRIVE	NAPLES, FL 34105	PLANTATIONS EAST LOT 61	3-34 6.00 1176.00
ALLAN & GLORIA SHERMAN SHERMAN	520 KERSTEN ST	GAITHERSBURG, MD 20878	PLANTATIONS EAST LOT 62	3-34 6.00 1177.00
JAMES & SUSAN SULLIVAN SULLIVAN	1116 NEW YORK AVE	WEST CHESTER, PA 19380	PLANTATIONS EAST LOT 63	3-34 6.00 1178.00
JOHN J II REVOCABLE RANDOLPH	18 STABLE LANE	WILMINGTON, DE 19803	PLANTATIONS EAST LOT 64	3-34 6.00 1179.00
SAMER KOTTIECH	298 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 65	3-34 6.00 1180.00
DIANN CORSNITZ	300 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 66	3-34 6.00 1181.00
SANTO B BEVACQUA	3315 GOODLEY ROAD	GARNET VALLEY, PA 19060	PLANTATIONS EAST LOT 67	3-34 6.00 1182.00
JAMES L & SUSAN L DOYLE DOYLE	343 ENINBURGH ROAD	CHADDS FORD, PA 19317	PLANTATIONS EAST LOT 68	3-34 6.00 1183.00
STEPHEN J & MICHAEL MAYBRODA	306 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 69	3-34 6.00 1184.00
JANE L TRUSTEE EDGINTON	308 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 70	3-34 6.00 1185.00
ALVIN M & RENA STINEY STINEY	310 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 71	3-34 6.00 1186.00

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JO CAROLYN CALDWELL	312 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 72	3-34 6.00 1187.00
JANICE E & KATHLEEN E PIRKLE	379 LAKESIDE DRIVE PLANTATIONS EAST	LEWES, DE 19958	PLANTATIONS EAST LOT 73	3-34 6.00 1188.00
ALLEN D BLY	381 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 74	3-34 6.00 1189.00
W. SSELL G MOREY	383 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 75	3-34 6.00 1190.00
ALBERT & MARIA L RHEINBERGER	385 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 76	3-34 6.00 1191.00
ROBERT L & ANN L WATSON WATSON	9 ANNA AVE	BEAR, DE 19701	PLANTATIONS EAST LOT 77	3-34 6.00 1192.00
JOHN R & JOYCE E BRAMSON MURPHY	328 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 78	3-34 6.00 1193.00
BARBARA M TRUSTEE ALLEN	330 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 79	3-34 6.00 1194.00
JOAN H & ANN Y SHIELDS YOUSE CO-TRUSTEES OF THE GEORGE H YOUSE TRUST	332 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 80	3-34 6.00 1195.00
LUCIENNE WOLFE	35047 CADBURY CIR E	LEWES, DE 19958	PLANTATIONS EAST LOT 81	3-34 6.00 1196.00
ELAINE C TRUSTEE KRYSPIN	336 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 82	3-34 6.00 1197.00
THOMAS J TANZOSH	4769 SWEETMEADOW CIR	SARASOTA, FL 34238	PLANTATIONS EAST LOT 83	3-34 6.00 1198.00
MARK A & ERIC F SUNDBERG	234 PTRIOTS CT	ABSECON, NJ 08205	PLANTATIONS EAST LOT 84	3-34 6.00 1199.00
CHRISTINE A BECKER	4313 SADDLE RIVER DRIVE	BOWIE, MD 20720	PLANTATIONS EAST LOT 85	3-34 6.00 1200.00
LINDA DIXON	344 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 86	3-34 6.00 1201.00
THOMAS E & DIANE M SNYDER SNYDER	43586 CANAL FORD TER	LANSDOWNE, BA 20176	PLANTATIONS EAST LOT 87	3-34 6.00 1202.00
P GRAVES JR CAREY	348 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 88	3-34 6.00 1203.00
GARY L BROOKS	1514 AUBURN AVE	ROCKVILLE, MD 20850	PLANTATIONS EAST LOT 89	3-34 6.00 1204.00
FRANK MCNUTT & SUZANNE KRICKER	126 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 90	3-34 6.00 1205.00
STEPHEN J & MARGARET D WHITE	128 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 91	3-34 6.00 1206.00
ROBERT W JR & JANE C CROWE	6 SAGE WAY	HOCKESSIN, DE 19707	PLANTATIONS EAST LOT 92	3-34 6.00 1207.00
JOSEPH R & ANN C COPELAND COPELAND	132 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 93	3-34 6.00 1208.00
RICHARD A & VICKIE L SCHULTZ	1704 YARMOUTH LANE	MOUNT LAUREL, NJ 08054	PLANTATIONS EAST LOT 94	3-34 6.00 1209.00
MICHAEL BONO	156 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 95	3-34 6.00 1210.00
JANET B CLEAR	158 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 96	3-34 6.00 1211.00
GRACE R & PHILLIP M SERIO	8122 HILLENDALE RD	BALTIMORE, MD 21234	PLANTATIONS EAST LOT 97	3-34 6.00 1212.00
THOMAS & M JANICE F HUANG	162 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 98	3-34 6.00 1213.00
RALPH & JEANNE HISLE HISLE	5517 BRITE DRIVE	BETHESDA, MD 20817	PLANTATIONS EAST LOT 99	3-34 6.00 1214.00
JOSEPH M & ANN J GROGAN GROGAN	415 PLANTATIONS BLVD	LEWES, DE 19958	PLANTATIONS EAST LOT 100	3-34 6.00 1215.00
RICHARD TIBBETS	350 PLANTATIONS BLVD	LEWES, DE 19958	PLANTATIONS EAST LOT 101	3-34 6.00 1216.00
ORLA O'CALLAGHAN & RALPH DOMENICK JR	16506 COPPERSTRIP LN	SILVER SPRINGS, MD 20906	PLANTATIONS EAST LOT 102	3-34 6.00 1217.00
JOSEPH M & MICHAEL C FANELLI	15 RIVERPOINTE RD	HASTINGS ON HUDSON, NY 10708	PLANTATIONS EAST LOT 103	3-34 6.00 1218.00
GEORGE E SINGER	216 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 104	3-34 6.00 1219.00
JOYCE A & JOSEPH KINTZEL KINTZEL	218 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 105	3-34 6.00 1220.00
GEORGE R JR & KAREN LONG	18 DEER RUN	NEWARK, DE 19711	PLANTATIONS EAST LOT 106	3-34 6.00 1221.00
NANCY L SICKLES	2335 PATWYNN RD	WILMINGTON, DE 19810	PLANTATIONS EAST LOT 107	3-34 6.00 1222.00
RICHARD D & LUCIA J MOREL MOREL	105 SUSSEX CT	LEWES, DE 19958	PLANTATIONS EAST LOT 108	3-34 6.00 1223.00
REBECCA H CAPRANO	12216 WYE OAK COMMONS CIR	BURKE, VA 22015	PLANTATIONS EAST LOT 109	3-34 6.00 1224.00
PETER W & ELIZABETH M RUPPRECHT	104 SUSSEX CT	LEWES, DE 19958	PLANTATIONS EAST LOT 110	3-34 6.00 1225.00
JOHN M & CARLA F TURNER	222 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 111	3-34 6.00 1226.00
WILLIAM B & JANE CAROL GRIGGS	224 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 112	3-34 6.00 1227.00
MARLENE D DAVIS	241 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT 113	3-34 6.00 1228.00
HOMAYOUN & CAROL ANN POURSAIED	22 CELESTIAL WAY	NEWARK, DE 19711	PLANTATIONS EAST LOT 114	3-34 6.00 1229.00

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FRANCES C TRUSTEE & HANBY	114 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 1 NORTH LOT CH1	3-34 6.00 1258.00
APRIL LORRAINE REVOCABLE HUDSON	511 SCHOOL LANE	REHOBOTH BEACH, DE 19971	PLANTATIONS EAST VILLAGE 1 NORTH LOT CH2	3-34 6.00 1259.00
CORINNE T TRUSTEE SOMMER	118 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 1 NORTH LOT CH3	3-34 6.00 1260.00
MARGARET M CATTS	120 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 1 NORTH LOT CH4	3-34 6.00 1261.00
KEITH SPAULDING JONES	2059 HUNTINGTON AVE APT 711	ALEXANDRIA, VA 22310	PLANTATIONS EAST VILLAGE 1 NORTH LOT TH1	3-34 6.00 1262.00
IVAN & JOANNE JACKSON JACKSON	108 BETSY RAWLS DRIVE	MIDDLETOWN, DE 19709	PLANTATIONS EAST VILLAGE 1 NORTH LOT TH2	3-34 6.00 1263.00
FREDERICK W MARKEL	104 LAKESHORE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 1 NORTH LOT TH3	3-34 6.00 1264.00
SHANE R BROOKS	106 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 1 NORTH LOT TH4	3-34 6.00 1265.00
DAVID M & ZENIA T SHAWLER	5323 LITTLE FALLS RD	ARLINGTON, VA 22207	PLANTATIONS EAST VILLAGE 1 NORTH LOT TH5	3-34 6.00 1266.00
PHILIP A ARCHAMBAULT	43 S NACE LANE	DOVER, DE 19901	PLANTATIONS EAST VILLAGE 1 NORTH LOT TH6	3-34 6.00 1267.00
CHARLES R WELSH	10 GLADE FARM DRIVE	REHOBOTH BEACH, DE 19971	PLANTATIONS E VILLAGE 1 N LOT TH7	3-34 6.00 1268.00
GEORGE ANGELINI	3149 FAIRFIELD ST	PHILADELPHIA, PA 19136	PLANTATIONS EAST VILLAGE 3 SOUTH LOT CH-1	3-34 6.00 1272.00
JANE W MAGINLEY	138 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 3 SOUTH LOT CH-2	3-34 6.00 1273.00
ELIZABETH O PRATT	146 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 3 NORTH LOT CH1	3-34 6.00 1277.00
MARY ANNE STEELE	148 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 3 NORTH LOT CH2	3-34 6.00 1278.00
JAYNE SMITH	150 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 3 N LOT CH3	3-34 6.00 1279.00
AARON J & NASSYA A OWENS	246 FITZWATER ST. UNIT 5	PHILADELPHIA, PA 19147	PLANTATIONS EAST VILLAGE 3 NORTH LOT CH4	3-34 6.00 1280.00
ROGER J & DEBORAH E DENNIS	154 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 3 NORTH LOT CH5	3-34 6.00 1281.00
DELORES H MACCARI	147 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 2 EAST TH1	3-34 6.00 1282.00
CLARICE D & KAREN LANDY MAGGIO	35 BERGEN AVENUE	SEWELL, NJ 08080	PLANTATIONS EAST VILLAGE 2 EAST TH2	3-34 6.00 1283.00
DENNIS M SR & DEBORAH E MCGONIGAL	2629 PECKSNIFF RD	WILMINGTON, DE 19808	PLANTATIONS EAST VILLAGE 2 EAST TH3 W/IMP	3-34 6.00 1284.00
JAMES P JR & CAROL J GRAHAM	464 PAULA DR APT 210	DUNEDIN, FL 34698	PLANTATIONS EAST VILLAGE 2 EAST TH4 W/IMP	3-34 6.00 1285.00
DANIEL H & HELEN H MARRAMA	155 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 2 EAST TH5	3-34 6.00 1286.00
BETTY I BURRIS	157 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 2 EAST TH6 W/IMP	3-34 6.00 1287.00
RICHARD A JR & FAITH P DILIBERTO	311 WINTERTHUR LANE	NEWARK, DE 19711	PLANTATIONS EAST VILLAGE 2 EAST TH7 W/IMP	3-34 6.00 1288.00
STEPHEN TAYLOR & DONNA SERAFINI	133 LAKESIDE DRIVE	REHOBOTH BEACH, DE 19971	PLANTATIONS EAST VILLAGE 2 WEST LOT TH1	3-34 6.00 1289.00
MICHAEL S RAMJATTANSINGH	35726 TARPON DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 2 WEST LOT TH2	3-34 6.00 1290.00
MICHAEL S & DOROTHY RAMJATTANSINGH	35726 TARPON DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 2 WEST LOT TH3	3-34 6.00 1291.00
OSVALDO P MORALES	139 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 2 WEST LOT TH4	3-34 6.00 1292.00
KADI A WILBERG	141 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 2 WEST LOT TH5	3-34 6.00 1293.00
COLLEEN D KERNEHAN	143 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 2 WEST LOT TH6	3-34 6.00 1294.00
REKIA BELKHODJA	8514 WILD OLIVE DRIVE	POTOMAC, MD 20854	PLANTATIONS EAST VILLAGE 2 WEST LOT TH7	3-34 6.00 1295.00
CHARLES L SANGERMANO	166 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 4 NORTH EAST TH2	3-34 6.00 1306.00
ANTHONY J JR D'ANGELICO	611 KNOWLES AVE	SOUTHAMPTON, PA 18966	PLANTATIONS EAST VILLAGE 4 NORTHEAST TH5	3-34 6.00 1309.00
GEORGE A & ANNE M FINN	354 PLANTATIONS BLVD	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 4 SOUTHWEST CH1	3-34 6.00 1318.00
PATRICIA J HAYES	356 PLANTATIONS BLVD	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 4 SOUTHWEST CH2	3-34 6.00 1319.00
ROSE E TRUSTEE MYERS	358 PLANTATIONS BLVD	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 4 SOUTHWEST CH3	3-34 6.00 1320.00
BARBARA R HATCH TRUSTEE	360 PLANTATIONS BLVD	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 4 SOUTHWEST CH4	3-34 6.00 1321.00
KELLY A WATKINS	202 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 4 NORTHWEST TH2	3-34 6.00 1323.00
JOHN L LEISS	3 BRYAN DRIVE	REHOBOTH BEACH, DE 19971	PLANTATIONS EAST VILLAGE 4 NORTHWEST TH3	3-34 6.00 1324.00
JOHN J & PATRICIA A MCGUIRE	2131 BLUE MOUNTAIN PKWY	HARRISBURG, PA 17112	PLANTATIONS EAST VILLAGE 4 NORTHWEST TH4	3-34 6.00 1325.00
LYNORE A RIDEN	3525 SW COCO PALM DR	PALM CITY, FL 34990	PLANTATIONS EAST VILLAGE 4 NORTHWEST TH5	3-34 6.00 1326.00
TINA M PARLAMAN	210 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 4 NORTHWEST TH6	3-34 6.00 1327.00
MEREDITH & ELAINE MARTIN	212 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 4 NORTHWEST TH7	3-34 6.00 1328.00

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Name	Mailing Address	City/ST/Zip	Location	Tax Parcel Number
ROBERT W & JUDITH K REXRODE	8301 EPINARD CT	ANNANDALE, VA 22003	PLANTATIONS EAST VILLAGE I NW LOT TH8	3-34 6.00 1329.00
DAVID W & ANNE HARPEL	417 LORIAN CT	LEBANON, PA 17042	PLANTATIONS EAST VILLAGE I NW LOT TH9	3-34 6.00 1330.00
KENNETH E & MARIE E HAAG	109 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT TH6	3-34 6.00 1351.00
BERT A & JUNE A LANG	1906 GREENWOOD DRIVE	BEL AIR, MD 21015	PLANTATIONS EAST LOT TH7	3-34 6.00 1352.00
ELLEN L SOMORI	24 GOSLING DRIVE	LEWES, DE 19958	PLANTATIONS EAST LOT TH8	3-34 6.00 1353.00
LAWRENCE J KORB	203 YOAKUM PKWY APT 908	ALEXANDRIA, VA 22304	PLANTATIONS EAST LOT TH9	3-34 6.00 1354.00
JOYCE A & JEFFREY J NOLAN	425 GREENWOOD DRIVE	WILMINGTON, DE 19808	PLANTATIONS EAST LOT TH 10	3-34 6.00 1355.00
RICHARD L RSSING & CRAIG C FORTE	241 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 6 NORTHEAST TH 1	3-34 6.00 1356.00
GLORIA JEANNE NICKOL	1415 WINTERBERRY DRIVE	YORK, PA 17406	PLANTATIONS EAST VILLAGE 6 NORTHEAST TH2	3-34 6.00 1357.00
WILLIAM C & LUCKY REGLI REGLI	245 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 6 NORTHEAST TH3	3-34 6.00 1358.00
BRETT A CORDREY	247 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 6 NORTHEAST TH4	3-34 6.00 1359.00
EDWARD C & DONNA A HOLMES	3157 109 SUMMIT DRIVE	CENTRE HALL, PA 16828	PLANTATIONS EAST VILLAGE 6 NORTHEAST TH5	3-34 6.00 1360.00
SALVATORE SALFI	251 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 6 NORTHEAST TH6	3-34 6.00 1361.00
GERALDINE D WILSON	253 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 6 NORTHEAST TH7	3-34 6.00 1362.00
DAVID C TRUSTEE LUDEMA	260 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST VILLAGE 6 EAST TH1	3-34 6.00 1363.00
LYNN M & KATHLEEN M WEIR FINALDI	PO BOX 1091	REHOBOTH BEACH, DE 19971	PLANTATIONS EAST VILLAGE 6 EAST TH2	3-34 6.00 1364.00
NICK NEAGLE	1326 FAIRMONT ST NW	WASHINGTON, DC 20009	PLANTATIONS EAST VILLAGE 6 EAST TH3	3-34 6.00 1365.00
DAVID J & JUDITH A MAHONEY	70 BEECH HILL DRIVE	NEWARK, DE 19711	PLANTATIONS EAST VILLAGE 6 EAST TH4	3-34 6.00 1366.00
RICHARD P & KELLY L HUGHES	860 BRIDLE WAY	DAVISONVILLE, MD 21035	PLANTATIONS EAST VILLAGE 6 EAST TH5	3-34 6.00 1367.00
TILDEN H JR & MARY A EDWARDS	9615 PAGE AVENUE	BETHESDA, MD 20814	PLANTATIONS EAST VILLAGE 6 EAST TH6	3-34 6.00 1368.00
YMG CORPORATION	18585 COASTAL HWY	REHOBOTH BEACH, DE 19971	NE & SW/RT 275 950' SE/RT 277	3-34 6.00 553.00
MARIE H LEISTER	18484 DRAYTON HALL RD UNIT 5	LEWES, DE 19958	PLANTATION CONDO UNIT 10A	3-34 6.00 553.01 Unit 10A
ROBERT C & JEFFERY L MCKENZIE	804 WHITE AVENUE	CUMBERLAND, MD 21502	PLANTATION CONDO UNIT 10B	3-34 6.00 553.01 Unit 10B
MICHAEL R STOVER	1016 S WAYNE ST APT 206	ARLINGTON, VA 22204	PLANTATION CONDO UNIT 10C	3-34 6.00 553.01 Unit 10C
FRANCES A PALMER	1281 LOG CONOE CT	ANNAPOLIS, MD 21403	PLANTATION CONDO UNIT 10D	3-34 6.00 553.01 Unit 10D
ROBERT K & ELLEN D MORSE	1425 COUNTRY CLUB DRIVE	LANDCASTER, PA 17601	PLANTATION CONDO UNIT 10E	3-34 6.00 553.01 Unit 10E
NANCY S ALMACY	7501 DEMOCRACY BLVD	BETHESDA, MD 20817	PLANTATION CONDO UNIT 10F	3-34 6.00 553.01 Unit 10F
RONALD A SELL	18484 DRAYTON HALL RD UNIT 5	LEWES, DE 19958	THE PLANTATIONS UNIT 10G	3-34 6.00 553.01 Unit 10G
ROBERT WOLAK	18484 DRAYTON HALL RD UNIT 8	LEWES, DE 19958	PLANTATION CONDO UNIT 10H	3-34 6.00 553.01 Unit 10H
MARY T BEASLEY	320 E 90TH ST APT. 2D	NEW YORK, NY 10128	PLANTATION CONDO UNIT 11A	3-34 6.00 553.01 Unit 11A
LILY A DISABATINO	226 PAYNTER DRIVE	WILMINGTON, DE 19804	PLANTATION CONDO UNIT 11B	3-34 6.00 553.01 Unit 11B
PAUL J & JANE G CASSIDY	901 N MONROE ST APT 1407	ARLINGTON, VA 22201	PLANTATION CONDO UNIT 11C	3-34 6.00 553.01 Unit 11C
MARY D KANE	18482 EVELYNTON RD	LEWES, DE 19958	PLANTATION CONDO UNIT 11D	3-34 6.00 553.01 Unit 11D
MAY L & ROBERT L BLEIMANN CHIN	2201 GOLDENTREE WAY	VIENNA, VA 22182	PLANTATION CONDO UNIT 11E	3-34 6.00 553.01 Unit 11E
LARRY & SHIRLEY LARSON	100 BROADVIEW BLVD S	GLEN BURNIE, MD 21061	PLANTATION CONDO UNIT 11F	3-34 6.00 553.01 Unit 11F
LANE L & LILLIAN C THOMAS	16 WARREN LODGE COURT APT 2A	COCKEYSVILLE, MD	PLANTATION CONDO UNIT 11G	3-34 6.00 553.01 Unit 11G
GREGORY A & KIMBERLY K DILLER	18482 EVELYNTON RD	LEWES, DE 19958	PLANTATION CONDO UNIT 11H	3-34 6.00 553.01 Unit 11H
GEORGE K & HILDA M PAGE PAGE	355 BAPTIST CHURCH RD	SPRING CITY, PA 19475	PLANTATIONS CONDO UNIT 12A	3-34 6.00 553.01 Unit 12A
MARY JO TYNDALL	12B THE PLANTATIONS	LEWES, DE 19958	PLANTATIONS CONDO UNIT 12B	3-34 6.00 553.01 Unit 12B
DAVID W VOGEL	2306 WOOD RD	WILMINGTON, DE 19808	PLANTATIONS CONDO UNIT 12C	3-34 6.00 553.01 Unit 12C
EUGENE & PAULA ANDERSON	112 WOODS LN	LANDENBERG, PA 19350	PLANTATIONS CONDO UNIT 12D	3-34 6.00 553.01 Unit 12D
WILLIAM A & MADELINE MILLER	19003 HOPE RD UNIT 1	LEWES, DE 19958	PLANTATIONS CONDO UNIT 12E	3-34 6.00 553.01 Unit 12E
MARY MCCANN TRUSTEE SPICER	PO BOX 611	LEWES, DE 19958	PLANTATIONS CONDO UNIT 12F	3-34 6.00 553.01 Unit 12F
BRIAN J & KATHLEEN KENNEY	177 BEEKMAN LANE	HILLSBOROUGH, NJ 08844	PLANTATIONS CONDO UNIT 12G	3-34 6.00 553.01 Unit 12G

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LOUIS V & SHIRLEY L CORTESE	211 HESS MILL RD	LINCOLN UNIVERSITY, PA 19352	PLANTATIONS CONDO UNIT 12H	3-34 6.00 553.01 Unit 12H
BETTIO F CHARLES	1292 BARCLAY DRIVE	LANCASTER, PA 17601	PLANTATION CONDO UNIT 13A	3-34 6.00 553.01 Unit 13A
HELEN L BALLARD	33935 MIDDLETON CIR UNIT 2	LEWES, DE 19958	PLANTATION CONDO UNIT 13B	3-34 6.00 553.01 Unit 13B
TH V RUFFNER	733 ELDRIDGE LOOP	CARY, NC 27519	PLANTATION CONDO UNIT 13C	3-34 6.00 553.01 Unit 13C
BETTY S GARDNER TRUSTEE & NORRIS E MITCHELL	1781 CHAIN BRIDGE ROAD APT. 108	MCLEAN, VA 22102	PLANTATION CONDO UNIT 13D	3-34 6.00 553.01 Unit 13D
ANDREW R LOUGHRIDGE	33935 MIDDLETON CIR UNIT 3	LEWES, DE 19958	PLANTATION CONDO UNIT 13E	3-34 6.00 553.01 Unit 13E
RONALD & DANA PERAGALLO PERAGALLO	41 CREEK DRIVE	MILLSBORO, DE 19966	PLANTATION CONDO UNIT 13F	3-34 6.00 553.01 Unit 13F
MAUREEN O'DELL	1027 N VALLEY FORGE RD #U353	DEVON, PA 19333	PLANTATION CONDO UNIT 13G	3-34 6.00 553.01 Unit 13G
JOAN F FACCHINA	13H THE PLANTATIONS	LEWES, DE 19958	PLANTATION CONDO UNIT 13H	3-34 6.00 553.01 Unit 13H
WILLIAM J & CHARMILA K CAPANARO TRUSTEES	34452 CARPENTER CIR	LEWES, DE 19958	PLANTATION CONDO UNIT 14A	3-34 6.00 553.01 Unit 14A
SUSAN L GOODHART	7 RAVEN DRIVE	CHADDS FORD, PA 19317	PLANTATION CONDO UNIT 14B	3-34 6.00 553.01 Unit 14B
MICHAEL W & ANN M REPPUCCI	100 ROCKRIDGE LN	STAMFORD, CT 06903	PLANTATION CONDO UNIT 14C	3-34 6.00 553.01 Unit 14C
JOHN G II & JANELLA NEWMAN	1023 QUAIL RUN	CAMDEN-WYOMING, DE 19934	PLANTATION CONDO UNIT 14D	3-34 6.00 553.01 Unit 14D
L ELDON JR & KATHLEEN M LINDLEY	571 ROSEMARY CIR	MEDIA, PA 19063	PLANTATION CONDO UNIT 14E	3-34 6.00 553.01 Unit 14E
THOMAS H & ELLEN R KEMPER	428 CARMICHAELS DRIVE	NORTH WALES, PA 19454	PLANTATION CONDO UNIT 14F	3-34 6.00 553.01 Unit 14F
JUDY E BRUENE	33945 MIDDLETON CIR #5	LEWES, DE 19958	PLANTATION CONDO UNIT 14G	3-34 6.00 553.01 Unit 14G
BRECK L ROBINSON, JANELLE M VON BARGEN & CLINTON EDMONDS JR & DEBORAH A EDMONDS	49 HIDDEN VALLEY DRIVE	NEWARK, DE 19711	PLANTATION CONDO UNIT 14H	3-34 6.00 553.01 Unit 14H
ANTHONY J TRUSTEE & CIABATTONI	726 LOVEVILLE RD APT 207	HOCKESSIN, DE 19707	PLANTATION CONDO UNIT 15A	3-34 6.00 553.01 Unit 15A
DEBBIE L GIBBS	33955 MIDDLETON CIR #2	LEWES, DE 19958	PLANTATION CONDO UNIT 15B	3-34 6.00 553.01 Unit 15B
NATHANAE L COOK & JOHN G UHRICK	33955 MIDDLETON CIR UNIT 7 UNIT 15C	LEWES, DE 19958	PLANTATION CONDO UNIT 15C	3-34 6.00 553.01 Unit 15C
GRACE M LITTLEJOHN	4122 16TH ST NW	WASHINGTON, DC 20011	PLANTATION CONDO UNIT 15D	3-34 6.00 553.01 Unit 15D
DAVID F & DENISE M KNOX	31 DEWALT RD	NEWARK, DE 19711	PLANTATION CONDO UNIT 15E	3-34 6.00 553.01 Unit 15E
MARY S TRUSTEE TOBIN	2202 MONTGOMERY ST	SILVER SPRINGS, MD 20910	PLANTATION CONDO UNIT 15F	3-34 6.00 553.01 Unit 15F
DEBORAH L ADAMS	15G THE PLANTATIONS	LEWES, DE 19958	PLANTATION CONDO UNIT 15G	3-34 6.00 553.01 Unit 15G
WILLIAM C & ELIZABETH M ANDREWS TRUSTEES	33955 MIDDLETON RD UNIT 6	LEWES, DE 19958	PLANTATION CONDO UNIT 15H	3-34 6.00 553.01 Unit 15H
NABIL & DEBORAH BADRO	1071 RUSTLING OAKS DR	MILLERSVILLE, MD 21108	PLANTATION CONDO UNIT 16A	3-34 6.00 553.01 Unit 16A
RILLAH JEAN OWEN TRUSTEE	18565 ORTON CIR UNIT 3	LEWES, DE 19958	PLANTATION CONDO UNIT 16B	3-34 6.00 553.01 Unit 16B
LORRAINE M & JOSE E CINTRON	16587 JOHN ROWLAND TRL	MILTON, DE 19968	PLANTATION CONDO UNIT 16C	3-34 6.00 553.01 Unit 16C
MATTHEW R SR & COLLEEN O PONTON	226 NIGHT HAVEN CT	EDGEWATER, MD 21037	PLANTATION CONDO UNIT 16D	3-34 6.00 553.01 Unit 16D
VIRGINIA S BEEL TRUSTEE	18565 ORTON CIR UNIT 1	LEWES, DE 19958	PLANTATION CONDO UNIT 16E	3-34 6.00 553.01 Unit 16E
MICHAEL S RAMJATTANSINGH	35726 TARPON DRIVE	LEWES, DE 19958	PLANTATION CONDO UNIT 16F	3-34 6.00 553.01 Unit 16F
KATHRYN M CROWN TRUSTEE	18565 ORTON CIR UNIT 5	LEWES, DE 19958	PLANTATION CONDO UNIT 16G	3-34 6.00 553.01 Unit 16G
ANNA M ANHALT	18565 ORTON CIR UNIT 8	LEWES, DE 19958	PLANTATION CONDO UNIT 16H	3-34 6.00 553.01 Unit 16H
ROBERT C TRUSTEE MILLER	18575 ORTON CIR UNIT 2	LEWES, DE 19958	THE PLANTATIONS UNIT 17A	3-34 6.00 553.01 Unit 17A
GEORGE R & GLORIA J FLEMING	4714 MERMAID BLVD	WILMINGTON, DE 19808	THE PLANTATIONS UNIT 17B	3-34 6.00 553.01 Unit 17B
HUGH D & BOBBIE S WASHBURN	7521 HIGHWAY 28 E	PINEVILLE, LA 71360	THE PLANTATIONS UNIT 17C	3-34 6.00 553.01 Unit 17C
VINCENT R & RITA M DIMAIO DIMAIO	16 IRVING STREET	VALLEY STREAM, NY 11580	THE PLANTATIONS UNIT 17D	3-34 6.00 553.01 Unit 17D
ARTHUR R & JOSEPHINE A GARCIA	314 BASTIAN LN	ALLEN TOWN, PA 18104	THE PLANTATIONS UNIT 17E	3-34 6.00 553.01 Unit 17E
MARK & GINA BOWERS	831 TEMPLECLIFF RD	BALTIMORE, MD 21208	THE PLANTATIONS UNIT 17F	3-34 6.00 553.01 Unit 17F

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BETH K BEITZEL & KENDALL BEITZEL	18757 ORTON CIR UNIT 5	LEWES, DE 19958	THE PLANTATIONS UNIT 17G	3-34 6.00 553.01 Unit 17G
JULIANNE A KEMPER	4 WILLIAM HOWARD DRIVE	GLEN MILLS, PA 19342	THE PLANTATIONS UNIT 17H	3-34 6.00 553.01 Unit 17H
EUGENE F MULLIN TRUSTEE OF THE THELMA J JILLIN FAMILY TRUST	10404 STRATHMORE PARK CT	ROCKVILLE, MD 20852	PLANTATION CONDO UNIT 18A	3-34 6.00 553.01 Unit 18A
DUANE DONOVAN & CAROL E WRIGHT	16 VALERIE DRIVE	BEAR, DE 19701	PLANTATION CONDO UNIT 18B	3-34 6.00 553.01 Unit 18B
SALVATORE C & ANTONIA M SOMMA	171 SOUTHARD AVE	ROCKVILLE CENTRE, NY 11570	PLANTATION CONDO UNIT 18C	3-34 6.00 553.01 Unit 18C
CAROL E CONROY	5920 BARBADOS PL APT 203	ROCKVILLE, MD 20852	PLANTATION CONDO UNIT 18D	3-34 6.00 553.01 Unit 18D
TIMOTHY J & ANGELA ARNDT	20976 FAIRMOUNT BLVD	SHAKER HEIGHTS, OH 44118	PLANTATION CONDO UNIT 18E	3-34 6.00 553.01 Unit 18E
MARCUS PEER & JENNIFER WHITE	18595 ORTON CIR UNIT 4	LEWES, DE 19958	PLANTATION CONDO UNIT 18F	3-34 6.00 553.01 Unit 18F
GOHAR & JAHANGUIR KASHANI TRUSTEES	7107 ARRAN PL	BETHESDA, MD 20817	PLANTATION CONDO UNIT 18G	3-34 6.00 553.01 Unit 18G
MARION D & MAURICE A SPRAGGINS	512 N MONTAGUE ST	ARLINGTON, VA 22203	PLANTATION CONDO UNIT 18H	3-34 6.00 553.01 Unit 18H
PAUL V & LINDA SALVITTI SALVITTI	12 BEARD CIRCLE	PHOENXVILLE, PA 19460	THE PLANTATIONS UNIT 19A	3-34 6.00 553.01 Unit 19A
NANCY & DIANE FOWLER & TSCHILTZ	18615 ORTON CIR UNIT 3	LEWES, DE 19958	THE PLANTATIONS UNIT 19B	3-34 6.00 553.01 Unit 19B
RONALD W MARSHALL	18615 ORTON CIR UNIT 6	LEWES, DE 19958	THE PLANTATIONS UNIT 19C	3-34 6.00 553.01 Unit 19C
JUDITH A LIAS	18606 BROADFIELD DRIVE	LEWES, DE 19958	THE PLANTATIONS UNIT 19D	3-34 6.00 553.01 Unit 19D
HEATHER E MILLER	PO BOX 298	LEWES, DE 19958	THE PLANTATIONS UNIT 19E	3-34 6.00 553.01 Unit 19E
ROBERT G & MARGARET M DEROUIN	12 COVINGTON DRIVE	FREDERICKSBURG, VA 22406	THE PLANTATIONS UNIT 19F	3-34 6.00 553.01 Unit 19F
CHARLES & MARY & CHARLES W. PAPPACONSTANTINO	3473 FOREST GLENN CT	WALDORF, MD 20601	THE PLANTATIONS UNIT 19G	3-34 6.00 553.01 Unit 19G
MICHAEL G & SUSAN H BADORF	2205 CABOT CT	VIRGINIA BEACH, BA 23453	THE PLANTATIONS UNIT 19H	3-34 6.00 553.01 Unit 19H
ROSEANNE PERRONE TRUSTEE	33670 STRATFORD RD	LEWES, DE 19958	PLANTATION CONDO UNIT 1A	3-34 6.00 553.01 Unit 1A
JACK & DOLORES MISCALL	33670 STRATFORD RD UNIT 2	LEWES, DE 19958	PLANTATION CONDO UNIT 1B	3-34 6.00 553.01 Unit 1B
TRUST COMPANY, TRUSTEE COMMONWEALTH	3403 LANCASTER PIKE	WILMINGTON, DE 19805	PLANTATION CONDO UNIT 1C	3-34 6.00 553.01 Unit 1C
IRIS C THOROUGHGOOD FOR LIFE	33670 STRATFORD RD UNIT 8	LEWES, DE 19958	PLANTATION CONDO UNIT 1D	3-34 6.00 553.01 Unit 1D
ARLENE M & FRANK L HEWLETT	35 W 6TH STREET	NEW CASTLE, DE 19720	PLANTATION CONDO UNIT 1E	3-34 6.00 553.01 Unit 1E
ROBIN REED MAY, JONATHAN F REED & IN TRUST WILLIAM J REED	32246 BRANDY CIR	MILLSBORO, DE 19966	PLANTATION CONDO UNIT 1F	3-34 6.00 553.01 Unit 1F
DEBORAH THOMPSON-ANDERSON & WILLIAM WEBSTER ANDERSON	16866 ESSEX RD	LEWES, DE 19958	PLANTATION CONDO UNIT 1G	3-34 6.00 553.01 Unit 1G
JOHN R & LINDA M EKLUND EKLUND	219 CHAINGATE CIR	LANDENBERG, PA 19350	PLANTATION CONDO UNIT 1H	3-34 6.00 553.01 Unit 1H
JANEL KELLY & PATRICIA HINO	14504 FRIENDLYWOOD RD	BURTONSVILLE, MD 20866	PLANTATION CONDO UNIT 20A	3-34 6.00 553.01 Unit 20A
MARY PATRICIA WIEGAND	18540 DRAYTON HALL RD	LEWES, DE 19958	PLANTATION CONDO UNIT 20B	3-34 6.00 553.01 Unit 20B
ANNE J RATLEDGE	18540 DRAYTON HALL RD UNIT 7	LEWES, DE 19958	PLANTATION CONDO UNIT 20C	3-34 6.00 553.01 Unit 20C
CELIA B & SAMUEL W SHELTON	2041 SAVANNAH CIR	LEWES, DE 19958	PLANTATION CONDO UNIT 20D	3-34 6.00 553.01 Unit 20D
CATHERINE FLEMING	422 MEADOWLARK TER	GLEN MILLS, PA 19342	PLANTATION CONDO UNIT 20E	3-34 6.00 553.01 Unit 20E
FAITH R & STEVEN NEWTON	189 FAIRHILL DR	WILMINGTON, DE 19808	PLANTATION CONDO UNIT 20F	3-34 6.00 553.01 Unit 20F
HENRIETTA B MCCROSKEY	130 N WILSON BLVD	NASHVILLE, TN 37205	PLANTATION CONDO UNIT 20G	3-34 6.00 553.01 Unit 20G
HARRY A. AND MICHAEL A SIMEONE AND RAYMOND RENSI	140 OLDBURY DRIVE	WILMINGTON, DE 19808	PLANTATION CONDO UNIT 20H	3-34 6.00 553.01 Unit 20H
MARY JANE WOOD TRUSTEE	18530 DRAYTON HALL RD UNIT 1	LEWES, DE 19958	PLANTATION CONDO UNIT 21A	3-34 6.00 553.01 Unit 21A
SUSAN RIMLAND GREENSTEIN & DANIEL GREENSTEIN	1734 FALLSWAY DR	CROFTON, MD 21114	PLANTATION CONDO UNIT 21B	3-34 6.00 553.01 Unit 21B
LILLIAN MCDANOLDS	18530 DRAYTON HALL RD UNIT 7	LEWES, DE 19958	PLANTATION CONDO UNIT 21C	3-34 6.00 553.01 Unit 21C

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DOROTHY H ELLIOTT	18530 DRAYTON HALL RD UNIT 8	LEWES, DE 19958	PLANTATION CONDO UNIT 21D	3-34 6.00 553.01 Unit 21D
SALVATORE & MARJORIE CORRALLO	528 RETREAT DR UNIT 102	NAPLES, FL 34110	PLANTATION CONDO UNIT 21E	3-34 6.00 553.01 Unit 21E
PETER W & JANICE H BLONDIN	2028 LAKEWINDS DR	RESTON, VA 20191	PLANTATION CONDO UNIT 21F	3-34 6.00 553.01 Unit 21F
KIM BAMGOSE	2316 WEINMANN WAY	YARDLEY, PA 19067	PLANTATION CONDO UNIT 21G	3-34 6.00 553.01 Unit 21G
SHAWN PATRICK BOWERS, JOHN PATRICK & EILEEN J TIEDEMANN	18530 TRAYTON HILL RD UNIT 8	LEWES, DE 19958	PLANTATION CONDO UNIT 21H	3-34 6.00 553.01 Unit 21H
LYNNE CHICHI	PO BOX 453	LEWES, DE 19958	PLANTATION CONDO UNIT 22A	3-34 6.00 553.01 Unit 22A
DONALD R & MARY ANN SWAIN	UNIT 22-B THE PLANTATIONS CONDO	LEWES, DE 19958	PLANTATION CONDO UNIT 22B	3-34 6.00 553.01 Unit 22B
EDWARD W & SHERRY C MCREYNOLDS	965 SHARPLESS ROAD	HOCKESSIN, DE 19707	PLANTATION CONDO UNIT 22C	3-34 6.00 553.01 Unit 22C
HOWARD WHITE	731 GRAYDON AVE	NORFOLK, BA 23507	PLANTATION CONDO UNIT 22D	3-34 6.00 553.01 Unit 22D
JOHN W & ADRIENNE W. LAND TRUSTEES	1403 ARRON CIR	WILMINGTON, DE 19803	PLANTATION CONDO UNIT 22E	3-34 6.00 553.01 Unit 22E
MARVIN E & WILMA M LAWRENCE	52 HILL RD	WILMINGTON, DE 19806	PLANTATION CONDO UNIT 22F	3-34 6.00 553.01 Unit 22F
GEORGE S & MARGUERITE M JOHNSON	1022 QUAIL RUN	CAMDEN-WYOMING, DE 19934	PLANTATION CONDO UNIT 22G	3-34 6.00 553.01 Unit 22G
EDWARD L & ELIZABETH M WULKAN	18520 DRAYTON HALL RD UNIT 6	LEWES, DE 19958	PLANTATION CONDO UNIT 22H	3-34 6.00 553.01 Unit 22H
NORMAN K JR & NANCY H BROOKS	15812 BELL GROVE RD #2 UNIT 23A	LEWES, DE 19958	PLANTATION CONDO UNIT 23A	3-34 6.00 553.01 Unit 23A
DONALD A TRUSTEE PRUESS	100 MONROE ST APT 133	BRIDGEWATER, NJ 08807	PLANTATION CONDO UNIT 23B	3-34 6.00 553.01 Unit 23B
RONALD L & SUZANNE M DECOSMO TRUSTEE	18512 BELLE GROVE RD UNIT 6	LEWES, DE 19958	PLANTATION CONDO UNIT 23C	3-34 6.00 553.01 Unit 23C
RONALD & JOY SABBAGH	35932 BLACK MARLIN DR	LEWES, DE 19958	PLANTATION CONDO UNIT 23D	3-34 6.00 553.01 Unit 23D
RICHARD W & SANDRA EILEEN BORRASSO	233 OVERLOOK DR	STROUDSBURG, PA 18360	PLANTATION CONDO UNIT 23E	3-34 6.00 553.01 Unit 23E
THEODORE G & KATHLEEN A BISHOP	6 FARM RIDGECT	BALDWIN, MD 21013	PLANTATION CONDO UNIT 23F	3-34 6.00 553.01 Unit 23F
MARC & SUELLEN SCHEINER	40 SPRINGFIELD DR	NORTH EAST, MD 21901	PLANTATION CONDO UNIT 23G	3-34 6.00 553.01 Unit 23G
EDWARD L & SARAH A FLICK	157 RIVER BEND PARK	LANCASTER, PA 17602	PLANTATION CONDO UNIT 23H	3-34 6.00 553.01 Unit 23H
BESSIE F SOUTHWELL	18508 BELLE GROVE RD UNIT 2	LEWES, DE 19958	PLANTATIONS CONDO UNIT 24A	3-34 6.00 553.01 Unit 24A
FERNANDE TRUSTEE BENNETT	18508 BELLE GROVE RD UNIT 3	LEWES, DE 19958	PLANTATIONS CONDO UNIT 24B	3-34 6.00 553.01 Unit 24B
EDWIN L & CAROLE C EDISON	24C THE PLANTATIONS	LEWES, DE 19958	PLANTATIONS CONDO UNIT 24C	3-34 6.00 553.01 Unit 24C
JANE FORGIE	18508 BELLE GROVE RD UNIT 7	LEWES, DE 19958	PLANTATIONS CONDO UNIT 24D	3-34 6.00 553.01 Unit 24D
RICHARD F STOKES	137 E SIDE DRIVE	REHOBOTH BEACH, DE 19971	PLANTATIONS CONDO UNIT 24E	3-34 6.00 553.01 Unit 24E
JOHN W & LAURA H TROXELL TROXELL	403 CREEK BEND DR	NEWARK, DE 19711	PLANTATIONS CONDO UNIT 24F	3-34 6.00 553.01 Unit 24F
JOSEPH B & NANCY SAKADUSKI	100 WEDGEWOOD DR	CHADDS FORD, PA 19317	PLANTATIONS CONDO UNIT 24G	3-34 6.00 553.01 Unit 24G
CHARLES H & NANCY L MOLES	14305 BRICKHOWE CT	GERMANTOWN, MD 20874	PLANTATIONS CONDO UNIT 24H	3-34 6.00 553.01 Unit 24H
DAVID FREDERICK & BARBARA JEAN POWERS TRUSTEES	19741 BERNARD DRIVE	LEWES, DE 19958	PLANTATIONS CONDO UNIT 25A	3-34 6.00 553.01 Unit 25A
JOSEPH F & MARY CIMORELLI CIMORELLI	13 SPRING HILL DRIVE	LAUREL SPRINGS, NJ 08021	PLANTATIONS CONDO UNIT 25B	3-34 6.00 553.01 Unit 25B
THOMAS R BRANDT	430 E MAIN STREET	ANNVILLE, PA 17003	PLANTATIONS CONDO UNIT 25C	3-34 6.00 553.01 Unit 25C
MARK T BROWN TRUSTEE	20388 SILVER LAKE DR	REHOBOTH BEACH, DE 19971	PLANTATIONS CONDO UNIT 25D	3-34 6.00 553.01 Unit 25D
EUGENE S JR DVORNIK	18506 BELLE GROVE RD UNIT 1	LEWES, DE 19958	PLANTATIONS CONDO UNIT 25E	3-34 6.00 553.01 Unit 25E
DAVID MERSEREAU DITTO	25F PLANTATIONS	LEWES, DE 19958	PLANTATIONS CONDO UNIT 25F	3-34 6.00 553.01 Unit 25F
ELLEN M CACKOWSKI	18506 BELLE GROVE RD UNIT 5	LEWES, DE 19958	PLANTATIONS CONDO UNIT 25G	3-34 6.00 553.01 Unit 25G
MARY MADELINE BRENNAN	18506 BELLE GROVE RD UNIT 8	LEWES, DE 19958	PLANTATIONS CONDO UNIT 25H	3-34 6.00 553.01 Unit 25H
SUSAN C GILBERT	56 MEADOW LARK DR	MILFORD, DE 19963	PLANTATION CONDO UNIT 2A	3-34 6.00 553.01 Unit 2A
MARY B & MARGARET W WALDRON	138 PASSAIC ST APT B	NEW PROVIDENCE, NJ 07974	PLANTATION CONDO UNIT 2B	3-34 6.00 553.01 Unit 2B
THOMAS A BUCKA	506 HUNTERS RUN DR	BEL AIR, MD 21015	PLANTATION CONDO UNIT 2C	3-34 6.00 553.01 Unit 2C
MARIE LOUIS SUSSEX & AMANDA L MINNIX	2404 CHESTNUT TERRACE CT UNIT 104	ODENTON, MD 21113	THE PLANTATIONS UNIT 2D	3-34 6.00 553.01 Unit 2D

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Name	Mailing Address	City/ST/Zip	Location	Tax Parcel Number
BRUCE OLIVER TRUSTEE BENSON	18419 BERKELEY RD UNIT 1	LEWES, DE 19958	THE PLANTATIONS UNIT 2E	3-34 6.00 553.01 Unit 2E
NOREEN M PACIOTTI	1720 SARATOGA CT	ALLENTOWN, PA 18104	THE PLANTATION UNIT 2F	3-34 6.00 553.01 Unit 2F
SANDRA J TRUSTEE SHAPIRO	23 ARCH PL UNIT 273	GAITHERSBURG, MD 20878	THE PLANTATIONS UNIT 2G	3-34 6.00 553.01 Unit 2G
ALVIN E SR & FELMONIA M CAIN	222 WELDON RIDGE RD	WILMINGTON, DE 19803	PLANTATION CONDO UNIT 2H	3-34 6.00 553.01 Unit 2H
J RICHARD MEHRING JR	33788 WALNUT GROVE RD UNIT 1	LEWES, DE 19958	PLANTATION CONDO UNIT 3A PHASE I	3-34 6.00 553.01 Unit 3A
NANCY K CURLEY	33788 WALNUT GROVE RD UNIT 2	LEWES, DE 19958	PLANTATION CONDO UNIT 3B PHASE I	3-34 6.00 553.01 Unit 3B
JAMES A & MICHELE WINGRAVE	33788 WALNUT GROVE RD UNIT 7	LEWES, DE 19958	PLANTATION CONDO UNIT 3C PHASE I	3-34 6.00 553.01 Unit 3C
MONA D VOLANTE TRUSTEE	33788 WALNUT GROVE RD UNIT 8	LEWES, DE 19958	PLANTATION CONDO UNIT 3D PHASE I	3-34 6.00 553.01 Unit 3D
THOMAS J & KARIN W FINN	1601 TURKEY RUN RD	WILMINGTON, DE 19803	PLANTATION CONDO UNIT 3E PHASE I	3-34 6.00 553.01 Unit 3E
TERI AGOSTA	PO BOX 4502	SCOTTSDALE, AZ 85261	PLANTATION CONDO UNIT 3F PHASE I	3-34 6.00 553.01 Unit 3F
KENTON B & DIANE R HOLM	33788 WALNUT GROVE RD UNIT 5	LEWES, DE 19958	PLANTATION CONDO UNIT 3G PHASE I	3-34 6.00 553.01 Unit 3G
KAREN J VANES	9008 POTOMAC FOREST DR	GREAT FALLS, VA 22066	PLANTATION CONDO UNIT 3H PHASE I	3-34 6.00 553.01 Unit 3H
NOREEN RYAN STROHMENGER	18415 BOONE HALL RD UNIT 1	LEWES, DE 19958	PLANTATION CONDO UNIT 4A	3-34 6.00 553.01 Unit 4A
PATRICE A SAARI	3787 INVERNESS RD	FAIRFAX, VA 22033	PLANTATION CONDO UNIT 4B	3-34 6.00 553.01 Unit 4B
DONNA STONE	105 C HRISTINA LANDING DR	WILMINGTON, DE 19801	PLANTATION CONDO UNIT 4C	3-34 6.00 553.01 Unit 4C
S JOSEPH & SHIRLEY C FANTL	18415 BOONE HALL RD	LEWES, DE 19958	PLANTATION CONDO UNIT 4D	3-34 6.00 553.01 Unit 4D
LAURIE BRONSTEIN	8 BAY DRIVE	LEWES, DE 19958	PLANTATION CONDO UNIT 4E	3-34 6.00 553.01 Unit 4E
JAMES C & JOANNE M WORTHY	118 MIDDLEBORO RD	WILMINGTON, DE 19804	PLANTATION CONDO UNIT 4F	3-34 6.00 553.01 Unit 4F
CHRISTOPHER P & SHERRY R MINEAR	308 CLIFFORD AVE	ALEXANDRIA, VA 22305	PLANTATION CONDO UNIT 4G	3-34 6.00 553.01 Unit 4G
ERNEST M & CHERIS D CONGO	508 RUNNYMEADE RD	HOCKESSIN, DE 19707	PLANTATION CONDO UNIT 4H	3-34 6.00 553.01 Unit 4H
CYRIL F & BETTY M DONNELLY	18425 BOONE HALL RD UNIT 1	LEWES, DE 19958	PLANTATION CONDO UNIT 5A PHASE I	3-34 6.00 553.01 Unit 5A
DONALD L & MARTHA L MCCLARY	159 DREXEL DR	SEVERNAPARK, MD 21146	PLANTATION CONDO UNIT 5B PHASE I	3-34 6.00 553.01 Unit 5B
JAMES F ANDERSON	18425 BOONE HALL RD UNIT 7	LEWES, DE 19958	PLANTATION CONDO UNIT 5C PHASE I	3-34 6.00 553.01 Unit 5C
ROBERT C & PATRICIA M TRAFTON	18808 WOODWAY DR	DEERWOOD, MD 20855	PLANTATION CONDO UNIT 5D PHASE I	3-34 6.00 553.01 Unit 5D
JOHN M MURRAY	PO BOX 272	NASSAU, DE 19969	PLANTATION CONDO UNIT 5E PHASE I	3-34 6.00 553.01 Unit 5E
ROBERT T & YUAN LIN	5900 CONWAY RD	BETHESDA, MD 20817	PLANTATION CONDO UNIT 5F PHASE I	3-34 6.00 553.01 Unit 5F
JOYCE A ROBINSON TRUSTEE	60 BRENTWOOD RD	BOOTHWYN, PA 19061	PLANTATION CONDO UNIT 5G PHASE I	3-34 6.00 553.01 Unit 5G
THOMAS E & WILLIAM L ZUTIC	3200 MILITARY RD NW	WASHINGTON, DC 20015	PLANTATION CONDO UNIT 5H PHASE I	3-34 6.00 553.01 Unit 5H
HELEN H FISHER	18480 CARTERS GROVE CIR UNIT 1	LEWES, DE 19958	PLANTATION CONDO UNIT 6A PHASE I	3-34 6.00 553.01 Unit 6A
WILLIAM RICHARD BELLAS TRUSTEE	2217 CYPRESS ISLAND DR APT 301	POMANO BEACH, FL 33069	PLANTATION CONDO UNIT 6B PHASE I	3-34 6.00 553.01 Unit 6B
SUSAN MCDONNELL SPENCER & JESSICA L SPENCER	18480 CARTERS GROVE CIR UNIT 7	LEWES, DE 19958	PLANTATION CONDO UNIT 6C PHASE I	3-34 6.00 553.01 Unit 6C
LAWRENCE H & LINDA B LICHTENAUER	14021 WOODENS LN	REISTERSTOWN, MD 21136	PLANTATION CONDO UNIT 6D PHASE I	3-34 6.00 553.01 Unit 6D
JANE L & GENE C MILLER GODFREY	7400 BIRCH AVE	TAKOMA PARK, MD 20912	PLANTATION CONDO UNIT 6E PHASE I	3-34 6.00 553.01 Unit 6E
GABRIEL & KAREN KHALIFE	6457 ULANA LN	ALLENTOWN, PA 18104	PLANTATION CONDO UNIT 6F PHASE I	3-34 6.00 553.01 Unit 6F
KATHLEEN M TRZCINSKI	PO BOX 564	CLAYMONT, DE 19703	PLANTATION CONDO UNIT 6G PHASE I	3-34 6.00 553.01 Unit 6G
LAWRENCE J RINGER	640 E STREET SE	WASHINGTON, DC 20003	PLANTATION CONDO UNIT 6H PHASE I	3-34 6.00 553.01 Unit 6H
JULIAN G & GAIL M WOODALL	111 N MAIN STREET	CAMDEN-WYOMING, DE 19934	PLANTATION CONDO UNIT 7A PHASE I	3-34 6.00 553.01 Unit 7A
SHIRLEY C MALONEY	52 PINE REACH RD	REHOBOTH BEACH, DE 19971	PLANTATION CONDO UNIT 7B PHASE I	3-34 6.00 553.01 Unit 7B
NOURIELASFARI	14 STANTON AVE	WEST CHESTER, PA 19382	PLANTATION CONDO UNIT 7C PHASE I	3-34 6.00 553.01 Unit 7C
MARY ANN MICHALCEWIZ	2408 MARILYN DR	WILMINGTON, DE 19810	PLANTATION CONDO UNIT 7D PHASE I	3-34 6.00 553.01 Unit 7D
MARY ELLEN R FARQUHAR	25138 PINE ROAD	SEAFORD, DE 19973	PLANTATION CONDO UNIT 7E PHASE I	3-34 6.00 553.01 Unit 7E
DAVID L & JACQUELINE S MAHAN	15209 BITTERROOT WAY	ROCKVILLE, MD 20853	PLANTATION CONDO UNIT 7F PHASE I	3-34 6.00 553.01 Unit 7F
SABRINA CONTE	18490 CARTERS GROVE CIR UNIT 7G	LEWES, DE 19958	PLANTATION CONDO UNIT 7G PHASE I	3-34 6.00 553.01 Unit 7G

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Name	Mailing Address	City/ST/Zip	Location	Tax Parcel Number
LISA ARLENE DAGGETT	38290 BAY VISTA DR APT 1219	SELBYVILLE, DE 19975	PLANTATION CONDO UNIT 7H PHASE I	3-34 6.00 553.01 Unit 7H
BEVERLY A CLARKE	18496 CARTERS GROVE CIR UNIT 8A	LEWES, DE 19958	PLANTATION CONDO UNIT 8A	3-34 6.00 553.01 Unit 8A
S KATHLEEN TIPTON	18496 CARTERS GROVE CIR UNIT	LEWES, DE 19958	PLANTATION CONDO UNIT 8B	3-34 6.00 553.01 Unit 8B
ANNA M MISENER	18496 CARTERS GROVE CIR UNIT 6	LEWES, DE 19958	PLANTATION CONDO UNIT 8C	3-34 6.00 553.01 Unit 8C
REESE J DAVIS TRUSTEE	105 INSPIRATION BLVD APT 105	READING, PA 19607	PLANTATION CONDO UNIT 8D	3-34 6.00 553.01 Unit 8D
JOHN F ANDERSON	18496 CARTERS GROVE CIR UNIT 1	LEWES, DE 19958	PLANTATION CONDO UNIT 8E	3-34 6.00 553.01 Unit 8E
ROBERT J & DEBORAH DICKEY	18496 CARTERS GROVE CIR UNIT 4	LEWES, DE 19958	PLANTATION CONDO UNIT 8F	3-34 6.00 553.01 Unit 8F
GEORGE E & GERALDINE M GARVEY	1005 DOWNS DR	SILVER SPRINGS, MD 20904	PLANTATION CONDO UNIT 8G	3-34 6.00 553.01 Unit 8G
MARGARET M GALLAGHER	18496 CARTERS GROVE CIR UNIT 8	LEWES, DE 19958	PLANTATION CONDO UNIT 8H	3-34 6.00 553.01 Unit 8H
MICHAEL H & KELLY L CROMWELL	1039 BRIDGETON RD	AIRVILLE, PA 17302	PLANTATION CONDO UNIT 9A	3-34 6.00 553.01 Unit 9A
DOROTHY H CLOWER	18488 BELLE GROVE RD UNIT 2	LEWES, DE 19958	PLANTATION CONDO UNIT 9B	3-34 6.00 553.01 Unit 9B
CORDIE LEE WILKINSON	18488 BELLE GROVE RD UNIT 7	LEWES, DE 19958	PLANTATION CONDO UNIT 9C	3-34 6.00 553.01 Unit 9C
MICHAEL & BETSY FRAHM	111 SWANHILL CT	PIKESVILLE, MD 21208	PLANTATION CONDO UNIT 9D	3-34 6.00 553.01 Unit 9D
STUART & LELAINE NEMSER	325 HAMPTON RD	WILMINGTON, DE 19803	PLANTATION CONDO UNIT 9E	3-34 6.00 553.01 Unit 9E
CATHERINE ROBERTSON	10510 CLIPPER DR	FAIRFAX STATION, VA 22039	PLANTATION CONDO UNIT 9F	3-34 6.00 553.01 Unit 9F
WILLIAM A & SOPHIA I ENGLISH	18488 BELLE GROVE RD UNIT 5	LEWES, DE 19958	PLANTATION CONDO UNIT 9G	3-34 6.00 553.01 Unit 9G
STEPHEN J & MARY BETH VERGET	33 SHERWOOD DRIVE	AVONDALE, PA 19311	PLANTATION CONDO UNIT 9H	3-34 6.00 553.01 Unit 9H
SANDIE LLC	PO BOX 1472	BETHANY BEACH, DE 19930	750' SWIRT 275 2600' SE/RT 277	3-34 6.00 553.02
THE PLANTATIONS EAST HOMEOWNERS ASSOC. INC	PO BOX 309	BETHANY BEACH, DE 19930	COMMON AREA PAHS 1 2 & 3 ROADS:POND 1	3-34 6.00 553.04
DANIEL W PYLE	909 TAMARAC DR	SALISBURY, MD 21804	PLANTATIONS EAST UNIT 5.10A	3-34 6.00 553.06 Unit 5.10A
HENRY FREDERICK & LINDA B DYLLA	4328 VAN BUREN ST	UNIVERSITY PARK, MD 20782	PLANTATIONS EAST UNIT 5.10B	3-34 6.00 553.06 Unit 5.10B
WILLIAM A & MICHELLE M TRAPMANN	10420 MOUNTAIN QUAIL RD	SILVER SPRINGS, MD 20901	PLANTATIONS EAST UNIT 5.10C	3-34 6.00 553.06 Unit 5.10C
DEBORAH L HILL	9919 MONTAUK AVE	BETHESDA, MD 20817	PLANTATIONS EAST UNIT 5.10-D	3-34 6.00 553.06 Unit 5.10D
RICHARD L & CANDACE I SIEGLE	9 ROBIN CT # THE	LEWES, DE 19958	PLANTATIONS EAST UNIT 5.10E	3-34 6.00 553.06 Unit 5.10E
DEMETRI & CONSTANTINA ZEREFOS	42 HARVEST LN	HOCKESSIN, DE 19707	PLANTATIONS EAST UNIT 5.10F	3-34 6.00 553.06 Unit 5.10F
CLARENCE F JR & JACQUELINE GUNTHER	165 WOOLENS ROAD	ELKTON, MD 21921	PLANTATIONS EAST UNIT 5.10-G	3-34 6.00 553.06 Unit 5.10G
WILLIAM STROHMENGER	37 COTTONWOOD LN	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 5.2A	3-34 6.00 553.06 Unit 5.2A
SEAN J BRENNAN	39 COTTONWOOD LN	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 5.2B	3-34 6.00 553.06 Unit 5.2B
PATRICIA A THORNTON	41 COTTONWOOD LN	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 5.2C	3-34 6.00 553.06 Unit 5.2C
ROBERT C & MARION PONTON	43 COTTONWOOD LN	LEWES, DE 19958	PLANTATIONS EAST CONDO UNIT 5.2D	3-34 6.00 553.06 Unit 5.2D
SIDNEY W & CLAUDIA J COURTNEY	28 HOW DRIVE	DOVER, DE 19901	PLANTATIONS EAST UNIT 5.3A	3-34 6.00 553.06 Unit 5.3A
CLIFF E & LISA S WILLEY WILLEY	16182 HUDSON RD	MILTON, DE 19968	PLANTATION EAST UNIT 5.3B	3-34 6.00 553.06 Unit 5.3B
KURT & KAREN FELDMAN	672 S. HILLVIEW RD	ALLEN TOWN, PA 18103	PLANTATIONS EAST UNIT 5.3C	3-34 6.00 553.06 Unit 5.3C
ROBERT J & VALARIE L KEPCHAR	9 ELS WAY	SUSSEX, NJ 07461	PLANTATION EAST UNIT 5.3D	3-34 6.00 553.06 Unit 5.3D
PETER J JR & PAMELA L DEPASQUALE	29 DOGWOOD AVE	LEWES, DE 19958	PLANTATIONS EAST UNIT 5.3E	3-34 6.00 553.06 Unit 5.3E
SUSAN S CRAWFORD	31 DOGWOOD AVE	LEWES, DE 19958	PLANTATION EAST UNIT 5.3F	3-34 6.00 553.06 Unit 5.3F
G WILLIAM & JOAN R HARNISH	33 DOGWOOD AVE	LEWES, DE 19958	PLANTATIONS EAST UNIT 5.3G	3-34 6.00 553.06 Unit 5.3G
JOHN W & JEANNE M HUBBARD	800 ALMSHOUSE RD	DOYLESTOWN, PA 18901	PLANTATIONS EAST UNIT 5.3H	3-34 6.00 553.06 Unit 5.3H
CAROL A GROSS	1670 BEEKMAN PL NW	WASHINGTON, DC 20009	PLANTATIONS EAST UNIT 5.5A	3-34 6.00 553.06 Unit 5.5A
EDWARD M JR & IRENE T FICK	16761 KALMAR ST	LEWES, DE 19958	PLANTATIONS EAST UNIT 5.5B	3-34 6.00 553.06 Unit 5.5B
DAVID & SONJA COWIE TRUSTEES	5002 STILL CORNERS CT	COLUMBIA, MD 21044	PLANTATIONS EAST UNIT 5.5C	3-34 6.00 553.06 Unit 5.5C
LINDA B BALATTI	3810 CONSTITION DRIVE	DALLAS, TX 75229	PLANTATION EAST UNIT 5.5D	3-34 6.00 553.06 Unit 5.5D
WILLIAM B JR & DEBRA W BENNETT	21241 LONDON BRIDGE TER	ASHBURN, VA 20147	PLANTATIONS EAST UNIT 5.5E	3-34 6.00 553.06 Unit 5.5E

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Name	Mailing Address	City/ST/Zip	Location	Tax Parcel Number
DAVID S & KAREN ZIMMERMAN	8 DEWBERRY CT	MECHANICSBURG, PA 17055	PLANTATIONS EAST UNIT 5.5F	3-34 6.00 553.06 Unit 5.5F
DONALD L & LE ANN G RYNIER	1049 LAMBLEY RD	LANDISVILLE, PA 17538	PLANTATIONS EAST UNIT 5.5G	3-34 6.00 553.06 Unit 5.5G
TANYA E LISEHORA	18 KAAPUNI DRIVE	KAILUA, HI 96734	PLANTATIONS EAST UNIT 5.5H	3-34 6.00 553.06 Unit 5.5H
JEANN SEARS	18482 EVELYNTON RD	LEWES, DE 19958	PLANTATIONS EAST UNIT 5.8A	3-34 6.00 553.06 Unit 5.8A
FAYE L KOSLOW & LYNN A GAITES TRUSTEES	6 PONDVIEW LANE	LEWES, DE 19958	PLANTATIONS EAST UNIT 5.8C	3-34 6.00 553.06 Unit 5.8C
ARNOLD & LINDA S STEIN	4 PONDVIEW LANE	LEWES, DE 19958	PLANTATIONS EAST UNIT 5.8D	3-34 6.00 553.06 Unit 5.8D
MARC & DIANE GRAINER	10615 BELFAST PL	POTOMAC, MD 20854	PLANTATIONS EAST UNIT 5.8E	3-34 6.00 553.06 Unit 5.8E
ELIAZBETH A & ROBERT M SHEA	316 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATION EAST UNIT 5.9A	3-34 6.00 553.06 Unit 5.9A
GENEVIEVE R PHILLIPS	318 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST UNIT 5.9B	3-34 6.00 553.06 Unit 5.9B
JOHN P & MARIE J HUNT	314 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST UNIT 5.9C	3-34 6.00 553.06 Unit 5.9C
DONALD E & ELIZABETH M ANDERSON	320 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST UNIT 5.9D	3-34 6.00 553.06 Unit 5.9D
ELIZABETH S SHEATS	105 HERON CT UNIT 6.11A	LEWES, DE 19958	PLANTATIONS EAST UNIT 6.11A	3-34 6.00 553.06 Unit 6.11A
LLC NO 8 TYNDALL VENTURES	PO BOX 580	BRIDGEVILLE, DE 19933	PLANTATIONS EAST UNIT 6.11B	3-34 6.00 553.06 Unit 6.11B
MANDELL K SHANKEN	2309 CONCORD CIR	HARRISBURG, PA 17110	PLANTATIONS EAST UNIT 6.11C	3-34 6.00 553.06 Unit 6.11C
JON & SHELLY SIMPSON SIMPSON	5831 RIVER OAKS CT	FREDERICK, MD 21704	PLANTATIONS EAST UNIT 6.11D	3-34 6.00 553.06 Unit 6.11D
CELESTA F M FUNK	455 INDIAN RUN RD	MILLERSVILLE, PA 17551	PLANTATIONS EAST UNIT 6.12A	3-34 6.00 553.06 Unit 6.12A
DANIEL J HUTSON	1725 WHITEWOOD LN	HERNDON, VA 20170	PLANTATIONS EAST UNIT 6.12B	3-34 6.00 553.06 Unit 6.12B
MICHAEL & ELIZABETH M LOMBARDI	14607 13TH AVE	WHITESTONE, NY 11357	PLANTATIONS EAST UNIT 6.12C	3-34 6.00 553.06 Unit 6.12C
MARK ANTHONY T & VESTA DIMUTULAC	6524 BEVERLY AVE	MCLEAN, VA 22101	PLANTATIONS EAST UNIT 6.12D	3-34 6.00 553.06 Unit 6.12D
SUSAN HESTER-CARRILLO	110 HERON CT	LEWES, DE 19958	PLANTATIONS EAST UNIT 6.12E	3-34 6.00 553.06 Unit 6.12E
LOGAN H & RALPH B & CAROLE S SHORT	96 W WILD RABBIT RUN	LEWES, DE 19958	PLANTATIONS EAST UNIT 6.12F	3-34 6.00 553.06 Unit 6.12F
L RICHARD & CYNTHIA J POOLE & DONALD L & CLAUDIA B FORREY	108 STABLE DRIVE	LANCASTER, PA 17603	PLANTATIONS EAST UNIT 6.12G	3-34 6.00 553.06 Unit 6.12G
SUSAN VONDRAN	2009 CAPRI DR	PHILADELPHIA, PA 19145	PLANTATION EAST UNIT 6.1A	3-34 6.00 553.06 Unit 6.1A
DENNIS C & MARILYN G ESHOO	7403 FORESTS EDGE CT	LAUREL, MD 20707	PLANTATION EAST UNIT 6.1B	3-34 6.00 553.06 Unit 6.1B
GARY V HODGE	6843 CONY CT	WALDORF, MD 20603	PLANTATION EAST UNIT 6.1C	3-34 6.00 553.06 Unit 6.1C
TYNDALL VENTURES NO 5 LLC	PO BOX 580	BRIDGEVILLE, DE 19933	PLANTATIONS EAST UNIT 6.1D	3-34 6.00 553.06 Unit 6.1D
JOHN W & DIANE L ROBBINS	2392 BOWMAN RD	MILFORD, DE 19963	PLANTATION EAST UNIT 6.2A	3-34 6.00 553.06 Unit 6.2A
JUDITH A NICHOLAS	4421 45TH ST NW	WASHINGTON, DC 20016	PLANTATION EAST UNIT 6.2B	3-34 6.00 553.06 Unit 6.2B
DAVID J BRILES	6107 GALLERY STREET	BOWIE, MD 20720	PLANTATION EAST UNIT 6.2C	3-34 6.00 553.06 Unit 6.2C
LAWRENCE MILLER	103 SELBOURNE CT	REHOBOTH BEACH, DE 19971	PLANTATIONS EAST UNIT 6.2D	3-34 6.00 553.06 Unit 6.2D
PATRICIA W SUMMERS	12 BEECH LANE	LEWES, DE 19958	PLANTATIONS EAST UNIT 6.3A	3-34 6.00 553.06 Unit 6.3A
EDWARD J HEIRS GORSKI	21066 ELIZABETH AVE	REHOBOTH BEACH, DE 19971	PLANTATIONS EAST UNIT 6.3B	3-34 6.00 553.06 Unit 6.3B
NANCY S FEENEY TRUSTEE	10 BEECH LN	LEWES, DE 19958	PLANTATIONS EAST UNIT 6.3C	3-34 6.00 553.06 Unit 6.3C
MARK R & PAMELA T HEISSEN BUTTEL	3 TRENDER CT	WILMINGTON, DE 19808	PLANTATIONS EAST UNIT 6.3D	3-34 6.00 553.06 Unit 6.3D
HOWARD S & DENISE SCHUFFMAN	10811 RED RUN BLVD STE 110	OWNINGS MILLS, MD 21117	PLANTATIONS EAST UNIT 6.5A	3-34 6.00 553.06 Unit 6.5A
ROBERT H SINE & PAUL A KIMELMAN	812 N VICTORIA PARK RD	FT LAUDERDALE, FL 33304	PLANTATIONS EAST UNIT 6.5B	3-34 6.00 553.06 Unit 6.5B
ELIZABETH H HILL	2 HOORNKILL AVE	LEWES, DE 19958	PLANTATIONS EAST UNIT 6.5C	3-34 6.00 553.06 Unit 6.5C
CHARLES A & PATRICIA RAMOS	6380 SHADOWSHAPE PL	COLUMBIA, MD 21045	PLANTATIONS EAST UNIT 6.5D	3-34 6.00 553.06 Unit 6.5D
L THOMAS DOUGHERTY	169 W 81ST STREET APT 5	NEW YORK, NY 10024	PLANTATIONS EAST UNIT 6.5E	3-34 6.00 553.06 Unit 6.5E
MARILYN J EGAN	520 E 72ND STREET APT 7N	NEW YORK, NY 10021	PLANTATIONS EAST UNIT 6.5F	3-34 6.00 553.06 Unit 6.5F
WILLIAM M TRUST U/A EVANS	15 BEECH CT	LEWES, DE 19958	PLANTATIONS EAST UNIT 6.5H	3-34 6.00 553.06 Unit 6.5H
JON A PERROTTI	18 BEECH CT	LEWES, DE 19958	PLANTATION EAST UNIT 6.6A	3-34 6.00 553.06 Unit 6.6A
HERBERT A JR & LISA SUTCLIFFE	18401 TRANQUIL LN	OLNEY, MD 20832	PLANTATION EAST UNIT 6.6B	3-34 6.00 553.06 Unit 6.6B

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Name	Mailing Address	City/ST/Zip	Location	Tax Parcel Number
NEIL & PHYLLIS LOMONICO	75 ATHERTON CT	WAYNE, NJ 07470	PLANTATION EAST UNIT 6.6C	3-34 6.00 553.06 Unit 6.6C
SARAH MCGOVERN	273 STEEPLECHASE CT	DEPTFORD, NJ 08096	PLANTATION EAST UNIT 6.6D	3-34 6.00 553.06 Unit 6.6D
MARK E ALTIER	240 MAPLE POINT DR	LANGHORNE, PA 19047	PLANTATION EAST UNIT 6.6E	3-34 6.00 553.06 Unit 6.6E
RAFIN & PATRICIA SANDELLA	127 MEDINAH DR	BLUE BELL, PA 19422	PLANTATIONS EAST UNIT 6.6F	3-34 6.00 553.06 Unit 6.6F
JAMES B LAWSON TRUSTEE	6430 LAKEVIEW DR	RAVENNA, OH 44266	PLANTATION EAST UNIT 6.6G	3-34 6.00 553.06 Unit 6.6G
VINCENT & MARCIA L GRANO	4013 JACINTH WAY	NOTTINGHAM, MD 21236	PLANTATION EAST UNIT 6.6H	3-34 6.00 553.06 Unit 6.6H
THOMAS R & MARIE J KEANE	332 SPALDING RD	WILMINGTON, DE 19803	PLANTAIONTS EAST UNIT 6.7A	3-34 6.00 553.06 Unit 6.7A
THERESA LEISTER	3 PECAN CT	LEWES, DE 19958	PLANTATIONS EAST UNIT 6.7B	3-34 6.00 553.06 Unit 6.7B
JOSEPH JAMES GUARINO	1124 DELAWARE LN	DOWNINGTOWN, PA 19335	PLANTATIONS EAST UNIT 6.7C	3-34 6.00 553.06 Unit 6.7C
CHARLES H LANDON TRUSTEE	PO BOX 214	NASSAU, DE 19969	PLANTATIONS EAST UNIT 6.7D	3-34 6.00 553.06 Unit 6.7D
PANKAJ H & ARUNA P SHAH	345 ROCKMEADE DR	WILMINGTON, DE 19810	PLANTATIONS EAST UNIT 6.7E	3-34 6.00 553.06 Unit 6.7E
BRIAN F & DOREEN E MCGILL	3705 BAYPORT DR	EDGEWATER, MD 21037	PLANTATIONS EAST UNIT 6.7F	3-34 6.00 553.06 Unit 6.7F
RAYMOND M & KATHRYN H HEIDEL	21 YARMOUTH LN	NORTHEAST, MD 21901	PLANTATIONS EAST UNIT 6.7H	3-34 6.00 553.06 Unit 6.7H
MARY BUCCHIGNANO	130C STATE ROUTE 37	NEW FAIRFIELD, CT 06812	PLANTATIONS EAST UNIT 7.0A	3-34 6.00 553.06 Unit 7.0A
CAROL HALLORAN	281 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST UNIT 7.0B	3-34 6.00 553.06 Unit 7.0B
HOWARD I & JOYCE E BLACK	1968 CLEARVIEW ROAD	SOUDERTON, PA 18964	PLANTATIONS EAST UNIT 7.0C	3-34 6.00 553.06 Unit 7.0C
JAMES D JR & MARY ALICE O'DONNELL	285 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST UNIT 7.0D	3-34 6.00 553.06 Unit 7.0D
KENNETH LEE RINKER	PO BOX 235	LEWES, DE 19958	PLANTATIONS EAST UNIT 7.0E	3-34 6.00 553.06 Unit 7.0E
REBECCA L TRIFILLIS	275 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST UNIT 7.0F	3-34 6.00 553.06 Unit 7.0F
STEPHANIE R ROMANO	295 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST UNIT 7.1A	3-34 6.00 553.06 Unit 7.1A
HELEN A PALMER	293 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST UNIT 7.1B	3-34 6.00 553.06 Unit 7.1B
JOAN RIDOLFI	289 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATIONS EAST UNIT 7.1C	3-34 6.00 553.06 Unit 7.1C
ELIZABETH H & DREW W TANZOSH	995 HOPEMEADOW ST	SIMSBURY, CT 06070	PLANTATIONS EAST UNIT 7.1D	3-34 6.00 553.06 Unit 7.1D
HENRY C & LINDA C LOVELESS	9868 HIGH WATER CT	BURKE, VA 22015	PLANTATIONS EAST UNIT 7.1E	3-34 6.00 553.06 Unit 7.1E
DIANE P HAINES	414 STELLA DR	HOCKESSIN, DE 19707	PLANTATIONS EAST UNIT 7.1F	3-34 6.00 553.06 Unit 7.1F
SHARON L KRUTZ	24 HARDY RD	NEW CASTLE, DE 19720	PLANTATIONS EAST UNIT 7.2A	3-34 6.00 553.06 Unit 7.2A
CASAMASSIMA INVESTMENTS LP	2697 FIREBRAND PL	ALPINE, CA 91901	PLANTATIONS EAST UNIT 7.2B	3-34 6.00 553.06 Unit 7.2B
JOHN J JR & SUSAN SEYMOUR	6 CRANE AVE	LEWES, DE 19958	PLANTATION EAST UNIT 7.2C	3-34 6.00 553.06 Unit 7.2C
STEVEN S & CAROL L ZIMMERMAN	73 PENNY LN	BALTIMORE, MD 21209	PLANTATIONS EAST UNIT 7.2D	3-34 6.00 553.06 Unit 7.2D
EDWARD & SANDRA HENNESSY	7 GATES DRIVE	HOCKESSIN, DE 19707	PLANTATIONS EAST UNIT 7.3A	3-34 6.00 553.06 Unit 7.3A
JOHN N & BARBARA L MARGOLIS	14400 CULP CT	SILVER SPRINGS, MD 20905	PLANTATIONS EAST UNIT 7.3B	3-34 6.00 553.06 Unit 7.3B
PAULA R & LISA S KARLIN CHERNER	665 WEADKET RD	RADNOR, PA 19087	PLANTATIONS EAST UNIT 7.3C	3-34 6.00 553.06 Unit 7.3C
MARK H & JEAN T MISHKIN	1518 DUXBURY CT	ALLEN TOWN, PA 18104	PLANTATIONS EAST UNIT 7.3D	3-34 6.00 553.06 Unit 7.3D
REBECCA J SHOLL	7 CRANE AVE	LEWES, DE 19958	PLANTATIONS EAST UNIT 7.4A	3-34 6.00 553.06 Unit 7.4A
CATHY A STAUFFER	202 SLEEPY HOLLOW CT	NEWARK, DE 19711	PLANTATIONS EAST UNIT 7.4B	3-34 6.00 553.06 Unit 7.4B
MICHAJLO O & LORRAINE H MATIJKIW	1822 FULLER ST	PHILADELPHIA, PA 19152	PLANTATIONS EAST CONDO UNIT 7.4C	3-34 6.00 553.06 Unit 7.4C
NANCY BUTLER	1 CRANE AVE	LEWES, DE 19958	PLANTATIONS EAST UNIT 7.4D	3-34 6.00 553.06 Unit 7.4D
MIRIAM E MOONEY	17 MITCHELL DR	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.0A	3-34 6.00 553.06 Unit 8.0A
ERNEST R SR & JOYCE A DE ANGELIS	148 WOODCREST LN	DOYLESTOWN, PA 18901	PLANTATION EAST CONDO UNIT 8.0B	3-34 6.00 553.06 Unit 8.0B
ROBERT J & ELLEN M CHAISSON	21 MITCHELL DR	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.0C	3-34 6.00 553.06 Unit 8.0C
JOSEPH & SHARON MARIE PLESCIA	23 MITCHELL DR	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.0D	3-34 6.00 553.06 Unit 8.0D
JANE A SHIPE	829 HUNTINGTON PL	LANCASTER, PA 17601	PLANTATION EAST CONDO UNIT 8.1A	3-34 6.00 553.06 Unit 8.1A
GEORGE E & JUANITA P CHANDLER	30770 MILLS RIDGE RD	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.1B	3-34 6.00 553.06 Unit 8.1B
KISHORE N & MEENA K CHATANI	22 GARDNER WAY	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.1C	3-34 6.00 553.06 Unit 8.1C

The Plantations

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Name	Mailing Address	City/ST/Zip	Location	Tax Parcel Number
GERALD M & RONA L HILLMAN	3003 AUBURN VW	ELLIOTT CITY, MD 21042	PLANTATION EAST CONDO UNIT 8.1D	3-34 6.00 553.06 Unit 8.1D
ROBERT J & BARBARA A DUTCH	369 JAMES CHAPEL RD	OXFORD, NJ 07863	PLANTATION EAST CONDO UNIT 8.2A	3-34 6.00 553.06 Unit 8.2A
BAIRD P & MARION H KRECKER	44 SYCAMORE DR APT 134	ELIZABETHTOWN, PA 17022	PLANTATION EAST CONDO UNIT 8.2B	3-34 6.00 553.06 Unit 8.2B
JZABETH S FLEMING	391 LAKESIDE DR	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.2C	3-34 6.00 553.06 Unit 8.2C
ROBERT J WOLOWINIK & KATHLEEN S KELLER	5209 GRAYSTONE RD	WARRENTON, VA 20187	PLANTATION EAST CONDO UNIT 8.2D	3-34 6.00 553.06 Unit 8.2D
ROBERT J & KATHLEEN B GARRY	66 MILTON RD APT E42	RYE, NY 10580	PLANTATION EAST CONDO UNIT 8.2E	3-34 6.00 553.06 Unit 8.2E
JOSEPH & SANDRA BOND	799 PAPER MILL RD	NEWARK, DE 19711	PLANTATION EAST CONDO UNIT 8.2F	3-34 6.00 553.06 Unit 8.2F
D DARLENE RAVIS	1540 RISING SUN ROAD	CAMDEN-WYOMING, DE 19934	PLANTATION EAST CONDO UNIT 8.3A	3-34 6.00 553.06 Unit 8.3A
CAROL DADDS	407 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.3B	3-34 6.00 553.06 Unit 8.3B
SUSAN E HANNAN	403 LAKESIDE DRIVE	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.3C	3-34 6.00 553.06 Unit 8.3C
WILLIAM B & MILDRED B LEINBACH	725 E 2ND STREET	BIRDSBORO, PA 19508	PLANTATION EAST CONDO UNIT 8.3D	3-34 6.00 553.06 Unit 8.3D
GAETANA SARA DELSESTO	76 BECKETT CT	ARNOLD, MD 21012	PLANTATION EAST CONDO UNIT 8.3E	3-34 6.00 553.06 Unit 8.3E
LEIGH MONK	2600 CATHARINE ST	PHILADELPHIA, PA 19146	PLANTATION EAST CONDO UNIT 8.3F	3-34 6.00 553.06 Unit 8.3F
NORMA J MINDRUP	8 MITCHELL DR	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.4A	3-34 6.00 553.06 Unit 8.4A
DENNIS R DALEY	58 SAINT PETERS RD	MACUNGIE, PA 18062	PLANTATION EAST CONDO UNIT 8.4B	3-34 6.00 553.06 Unit 8.4B
ELAINE I MCDOWELL	4 PLANTATIONS BLVD	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.4C	3-34 6.00 553.06 Unit 8.4C
GEORGE F OATES TRUSTEE	2 MITCHELL DR	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.4D	3-34 6.00 553.06 Unit 8.4D
MARGARET A & DALE W ROSE	26 BRISTOL LN	NEWARK, DE 19711	PLANTATION EAST CONDO UNIT 8.4E	3-34 6.00 553.06 Unit 8.4E
SHEILA G NATHANSON	137 WOODHILL RD	WILMINGTON, DE 19809	PLANTATION EAST CONDO UNIT 8.4F	3-34 6.00 553.06 Unit 8.4F
ROBERT R LANGTON	213 SPRINGHOUSE DR	LEWISBURG, PA 17837	PLANTATION EAST CONDO UNIT 8.4G	3-34 6.00 553.06 Unit 8.4G
GAIL B COMORAT	10 MITCHELL DR	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.4H	3-34 6.00 553.06 Unit 8.4H
MARY Y LENNEY	1 MITCHELL DR	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.5A	3-34 6.00 553.06 Unit 8.5A
JEFFREY L MONACO TRUSTEE	3 MITCHELL DR	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.5B	3-34 6.00 553.06 Unit 8.5B
HELEN A & VIRGINIA JAMES	6247 79TH ST	MIDDLE VILLAGE, NY 11379	PLANTATION EAST CONDO UNIT 8.5C	3-34 6.00 553.06 Unit 8.5C
MARK R & MICHELLE A MINNER	226 HAZEL DR	BEAR, DE 19701	PLANTATION EAST CONDO UNIT 8.5D	3-34 6.00 553.06 Unit 8.5D
GEORGE H & ROSE MARY CASADOS	1216 MIDWOOD CT	BEL AIR, MD 21014	PLANTATION EAST CONDO UNIT 8.5E	3-34 6.00 553.06 Unit 8.5E
CONSTANCE A PETERSON	11 MITCHELL DR	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.5F	3-34 6.00 553.06 Unit 8.5F
JERAD HILL	13 MITCHELL DR 8.5G	LEWES, DE 19958	PLANTATION EAST CONDO UNIT 8.5G	3-34 6.00 553.06 Unit 8.5G
JOHN & ANN MARIE MAY	1817 EMERALD COVE DR	CAPE CORAL, FL 33991	PLANTATION EAST CONDO UNIT 8.5H	3-34 6.00 553.06 Unit 8.5H

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PLANTATIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 1st day of December, A.D., 1986, by CROWN ESTATES, a Delaware general partnership of Rehoboth Beach, Delaware (the "Developer"),

WITNESSETH:

WHEREAS, the Developer owns certain land, buildings and improvements commonly known as THE PLANTATIONS and hereinafter referred to as the "Property"; and

WHEREAS, the Developer will retain fee simple interest in and to a certain parcel of land in the Property, as shown in the plot of the Plantations, of record in the office of the Recorder of Deeds in and for Sussex County, Georgetown, Delaware in plot Book 35, Page 293, and hereinafter referred to as the "Recreational Property", which it desires to develop for recreational purposes for the benefit of the Property and other property referred to as the "spray irrigation area", holding ponds and other areas to be used for the waste water collection treatment and disposal; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities of the Property and for the development and maintenance of the Property and to that end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions"), as hereinafter set forth, for the benefit of the Property and each owner of a condominium unit, lot or improvement thereon, in the Property; and

WHEREAS, the Developer deems it desirable for the preservation of the values and amenities of the Property to create an entity to which will be delegated and assigned the responsibility of maintaining and administering the Recreational Property and administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer intends to incorporate under the laws of the State of Delaware, as a non-profit, non-stock corporation, THE PLANTATIONS OWNERS ASSOCIATION, INC. (the "Association"), for the purpose of exercising the functions, aforementioned; and

WHEREAS, the Developer desires that the restrictions shall run with, burden and bind the Property;

NOW, THEREFORE, the Developer hereby declares the Recreational Property and the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the Restrictions hereinafter set forth for and during the period of time hereinafter specified.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property subject to this Declaration is all that property located in Lewes and Rehoboth Hundred, Sussex County, Delaware, as described in the Plot of the "The Plantations" dated May 29 1986 and recorded in the Office of the Recorder of Deeds in Georgetown, Delaware in Plot Book 36, Page 96.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a condominium, lot or improvement thereon, in THE PLANTATIONS shall be a member of the Association; provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member, unless and until such person or entity has succeeded to such owner's interest by enforcement of such security interest. Membership shall be appurtenant to and may not be separated from ownership of any condominium, lot or improvement thereon which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership.

(a) Class A. Class A members shall be all owners of a condominium unit, lot or improvement thereon (with the exception of the Developer) and they shall be entitled to one vote for each unit, lot or improvement thereon, owned. When more than one person holds an interest in any unit, lot or improvement thereon, all persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one unit, lot or improvements thereon.

(b) Class B. The Class B member shall be the Developer, and it shall be entitled to a total number of votes equal to the total number of votes of all Class A members plus

one, so that the Developer will have a number of votes equal to a majority of the total votes of all members of the Association. The Class B membership shall cease and terminate at such time as the Developer transfers its interest in the Recreational and waste water facilities to the Association, but in any case shall terminate no later than December 31, 2016.

ARTICLE III

PROPERTY RIGHTS IN THE RECREATIONAL PROPERTY

Section 1. Owners' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article III, every owner of a condominium unit, lot or improvement thereon upon payment of fees established by the Developer shall have a right of enjoyment in and to the Recreational Property and the recreational facilities thereon, and such easement shall be appurtenant to and shall pass with the title to every condominium unit, lot or improvement thereon.

Section 2. A) Title to Recreational Property. The Developer intends to convey the legal title to the Recreational Property to RECREATION INTERNATIONAL, INC., a Delaware Corporation owned by the Developers, which will be the operating entity of the recreational facilities. The Developer hereby reserves the right to continue ownership for an indefinite time. However, Developer covenants for itself, its successors and assigns, that if developer divests itself of the property, or ownership of the corporation, it shall grant to the association the right of first refusal to purchase the facilities.

B) Title to Waste Water Disposal System. The Developer may retain the legal title to the Waste Water Treatment and collection system and the irrigation area until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association shall be able to maintain the same but, notwithstanding any provision herein, the Developer hereby reserves the right to continue ownership for an indefinite time. However, Developer covenants for itself, its successors and assigns, that if developer divests itself of the property, it shall convey fee simple interest in the Property to the Association, subject to sec 3(a) below.

Section 3. Extent of Members' Enjoyment of Easements. The rights of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer to borrow money for the purpose of improving the Recreational Property and to mortgage the "Recreational Property".

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(b) The right of the Developer to allow persons other than an owner of a unit, lot or improvement thereon to use the recreational property and recreational facilities and to charge reasonable admission and other fees for the use thereof.

(c) The right of the Developer to grant and reserve easements and rights-of-way through, under, over and across the Recreational Property, for the installation, maintenance and inspection of the lines and appurtenances for water, sewer, drainage, gas, electricity, telephone and other utilities.

(d) The right of the Developer to establish allowable commercial uses in the "recreational area", to build structures to house such uses and to lease said structures to business operators or to operate said businesses itself for an indefinite time.

Section 4. Delegation of Use. Subject to the payment of fees and other regulations established by the owner, any owner may delegate his rights of enjoyment to the Recreational Property and facilities to the members of his family, tenants, or contract purchasers (and members of the family of any tenant or contract purchaser) who may reside at the unit, lot or improvement thereon, or to such other persons as may be permitted.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The owner of each condominium unit, lot or improvement thereon, by acceptance of a deed lease or other transfer document therefor, whether or not it shall be so expressed in such deed or other transfer document, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and operating, repair and replacement reserve funds, such assessments to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the unit, lot or improvement thereon against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such unit lot or improvement thereon at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title (other than as a lien on the land) unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property and for the benefit of those persons permitted to use the Recreational Property and facilities by the Developer, and in particular for the improvement and maintenance of the Property, maintenance of roads, wastewater collection and treatment and other facilities devoted to the common use and enjoyment of the owners, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and addition thereto, for the cost of labor, equipment, materials, management and supervision thereof, and for operating reserve funds and reserve funds for repair and replacement of the facilities thereon.

Section 3. Basis and Maximum of Annual Assessments.

(a) Commencing on May 1, 1987 and until changed by the Association, as herein provided, the monthly assessment imposed upon each member of the Association shall be at the rate of SEVENTY and no/100 Dollars (\$70.00) per unit, lot or improvement thereon owned by such member per month. The assessment may be increased as hereinafter provided in Section 4 of this Article IV.

(b) The Association may, after consideration of current maintenance costs and future needs of the Association, fix the monthly assessment for any year in an amount below the monthly assessment set forth in Section 3(a), as the same may be increased pursuant to Section 4 of this Article IV, and may provide for the payment of such assessment on an annual, semi-annual, or quarterly basis, rather than in monthly installments, if the amount of such annual assessment does not exceed Six Hundred Dollars (\$600.00), provided that it shall be an affirmative obligation of the Association to fix such assessments at an amount sufficient to maintain and operate the common facilities and to provide reserves for the operating, repair and replacement thereof.

Section 4. Change in Maximum of Annual Assessments. The Association may prospectively increase the assessments (fixed by Section 3(a) hereof) to an amount which is twenty-five percent (25%) above the annual assessments for the previous fiscal year. The Association may prospectively increase the maximum of the assessments above the amount permitted pursuant to the preceding sentence, provided that any such change shall have the assent of a majority of the votes of members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Special Assessments for Capital Improvements and Operating Reserves. In addition to the assessments authorized by Section 3 of this Article IV, the Association may levy in any assessment year a special assessment (which must be fixed at one uniform rate for each Unit, lot or improvement thereon) applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement, road or the waste water collection and treatment facilities, including the necessary fixtures and personal property related thereto, for which a reserve fund does not exist or is not adequate, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Quorum for any Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Sections 4 and 5 of this Article IV shall be as follows: The presence at the meeting of members or or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such subsequent meeting shall not be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 7. Date of Commencement of Assessments; Due Dates. The annual assessments as to any unit, lot or improvement thereon shall commence on the conveyance of such unit, lot or improvement thereon to an owner and shall be due and payable thereafter quarterly, semi-annually or annually, as determined by resolution of the Association. The due date of any special assessment under Section 5 hereof, shall be fixed in the resolution authorizing such assessment.

Section 8. Notice of Change and Certificate of Assessment; Duties of the Board of Directors. In the event of any change in the annual assessment as set forth herein, the Association shall fix the date of commencement and the amount of the assessment against each unit, lot or improvement thereon for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the unit, lot or improvement thereon and the assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection of any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid, or the amount of any unpaid assessment. A reasonable charge may be made by the Association for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the unit, lot or improvement thereon which shall bind such unit, lot or improvement thereon in the hands of the then owner, his heirs, personal representatives, successors and assigns. In addition to such lien rights, the personal obligation of the owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title (other than as a lien on the owner's unit, lot or improvement thereon) unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum and the Association may bring legal action against the owner personally obligated to pay the same or may enforce or foreclose the lien against the property; and in the event a judgment is obtained, such judgment shall include interest on the assessments above provided and a reasonable attorneys' fee of ten (10%) percent together with the costs of the action. No owner of a unit, lot or improvement thereon may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Recreational Property or abandonment of his unit, lot or improvement thereon.

Section 10. Subordination of the Lien to First Mortgages and Lease. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to the lien of any Lease entered into between the owner and the Developer for

land. Sale or transfer of any unit, lot or improvement thereon shall not affect the assessment lien. However, the sale or transfer of any unit, lot or improvement thereon by foreclosure of any first mortgage or the Developer's lien under such lease on the unit or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessment thereafter becoming due or from the lien thereof.

Section 11. Exempt-Property. The following properties subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority, and devoted to public use; (b) all units, lots or improvements owned by the Developer and not leased to third persons and (c) property owned by the association.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Utility Easements. The Developer, for itself and its successors and assigns, hereby creates easements over, under, in, on, and through the Property for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation, and inspection of sewer, water, drainage, electric, gas, telephone, television, and cable television, and television facilities and the wires, lines, conduits and other necessary and proper attachments in connection therewith, for the benefit of the adjoining landowners, the Developer, any federal, state or local authority, commission, or agency having jurisdiction thereover and any corporation, either public, quasi-public or private, supplying or servicing such facilities.

Section 2. Easement of Access. Every owner shall have an easement over and across the Roads, and streets of the Plantations and Property owned by the Association, and such easement shall be appurtenant to and shall pass with the title to every unit, lot or improvement thereon. Any Owner may delegate his right of access to the Common Areas to the members of his family, tenants, or contract purchasers (and members of the family of any tenant or contract purchaser) who reside in the unit or to such other persons as may be permitted by the Association.

ARTICLE VI

RESTRICTIVE COVENANTS FOR BUILDING LOTS

Section 1. USES: BUILDING SITES

(a) Only one dwelling shall be erected on any single lot as originally conveyed by the developer.

(b) Any structure erected upon any lot in this subdivision shall be for residential purposes only; no building designated or intended for use in any trade or business shall be erected, permitted or maintained upon any of the said building sites.

(c) Said lots shall be kept free and clear of any object, sign-boards, or other condition offensive to the neighborhood. All easements, rights and privileges shall be exercised with reasonable care, and no nuisance shall be permitted or maintained on said land, nor shall any bees, pigeons, live poultry, hogs, cattle, horses or other livestock be kept thereon, with exception of domestic animals such as cats and dogs kept as pets by the owners or occupants. Dogs will be under the control of their owners at all times and are not to be at large.

(d) No person may use a trailer, tent, storage facilities, garage, other temporary out building, or unfinished house as a residence.

(e) No unsightly receptacle for storage or disposal of garbage shall be placed on any building site; disposable materials, when exposed for pick-up are to be placed in suitable, tightly closed, metal or plastic containers (excluding bags) which are resistant to animals and other accidental spillage. Plastic bags may be used for disposal of natural materials, i.e., leaves or grass.

(f) No stripped down or junk motor vehicles, trailers, or sizable part thereof shall be permitted to be parked/stored on any lot, street or common areas.

(g) All interior window decor that is visible from the outside must be of a white or off-white color so that the color coordination evident in the Plantations is maintained.

(h) The Association reserves the right to remove refuse or unsightly materials covered in above paragraphs. The cost of removal or correction will be assessed against the property owner.

Section 2. ALTERATION OF BUILDINGS

(a) No building may be altered, extended or enlarged without the express written consent of the Association.

(b) No exterior color or trim or ornamentation may be altered or changed without the express written consent of the Association.

Section 3. SETBACKS

Any structure erected or placed on any building site shall comply with the applicable Sussex County Zoning regulations regarding setbacks. However, no structure shall be build outside the buildable area designated on the Plot of Record.

Section 4. EASEMENTS

(a) Easements for the installation and maintenance of public utilities including telephone, cable t.v., electric, water and wastewater sewage or drainage facilities are reserved along and within five feet of all rear and side lot lines and 11 feet from all front lines in this subdivision. Such other easements are hereby reserved to enter upon the premises if necessary to construct, operate and maintain any other public improvements, pipes, poles, wires, etc., whether under or above the ground.

Section 5. VARIANCES

The intent of the foregoing restrictions is to insure the use of the entire plat for attractive residential purposes, to prevent nuisances, to prevent imperilment of the attractiveness of the property, to maintain the desirability of the community and thereby to secure to each property owner, the full benefit and enjoyment of his property with no greater restrictions upon the free and undisturbed use of this property than are necessary to insure the same advantages to their owners.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Duration and Amendment. The Restrictions, Covenants and Conditions of this Declaration run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, or the owner of any unit or parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded. Thereafter the Restrictions shall be automatically extended for successive periods of ten

(10) years each unless an instrument signed by owners holding not less than two-third (2/3) of the votes of the membership has been recorded agreeing to terminate or change the Restrictions in whole or in part; provided, however, that no such agreement to terminate or change shall be effective unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by not less than ninety percent (90%) of the votes of both classes of membership at any time until the end of the initial thirty (30) year term and thereafter by an instrument signed by the owners holding not less than two-thirds (2/3) of the votes of the membership. Any amendment must be recorded in the Office of the Recorder of Deeds, aforesaid, to be effective.

Section 2. Remedies: The Association shall have the right to enforce these Restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any provision hereof.

IN WITNESS WHEREOF, CROWN ESTATES has caused this instrument to be executed, the day and year first above written.

Witness Barbara Lee C. Walker (SEAL)
Walter J. Lehman, Jr.

STATE OF DELAWARE :
COUNTY OF SUSSEX : ss.

BE IT REMEMBERED, That on this 1st day of December, 1986, personally appeared before me, a Notary Public for the State and County aforesaid, Walter J. Lehman, Jr. partner of Crown Estates, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his act and Deed and the act and deed of Crown Estates.

GIVEN under my Hand and Seal of Office the day and year
aforesaid.

RECEIVED
MARY ANN 4/13/00

1995 DEC 12 PM 2:35

RECORDS OF DEEDS
SUSSEX COUNTY

11 thus

ASSESSMENT DIVISION OF RUSSEY COUNTY

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September 1, 1989

The Plantations Owners'
Association, Inc.
1600 Pennsylvania Avenue
Lewes, Delaware 19958
Attn: Walter J. Lehman, Jr.
Carolyn D. Lehman
Allen Lehman
Anne Lehman
Barbara McCoy

Ladies and Gentlemen:

This letter is to advise you, The Plantations Owners Association, Inc. ("Association"), that the undersigned have contracted to sell certain real property commonly known as The Plantations, located in Sussex County, Delaware, together with the recreational facilities, the waste water treatment system and other improvements located thereon (the "Property"), pursuant to the terms of an Agreement of Sale dated March 1, 1989, as amended by a letter agreement dated September 6, 1989, and an undated Amendment to Agreement (collectively, "Agreement"), for the sale to The Young Group, Inc. or assigns, a copy of which Agreement is enclosed for your review.


Pursuant to Article III, Section 2(B) of the Declaration of Covenants, Conditions and Restrictions for The Plantations, made by Crown Estates, dated December 1, 1986 and recorded in the office of the Recorder of Deeds in and for Sussex County, Delaware in Deed Book 1461, page 54 (the "Declaration"), the Association has a right to receive title to the Waste Water Disposal System (defined in the Declaration) and the treatment and collection system and irrigation area located thereon (collectively, the "Waste Water Facility").

The Plantations Owners'
Association, Inc.
September 1, 1989
Page 2


Please advise me whether you intend to exercise your right
to receive title to the Waste Water Facility in writing within
ten (10) days of receiving this letter.

Sincerely,

CROWN ESTATES

By: 
Walter J. Lehman, Jr.
General Partner

RECREATIONAL INTERNATIONAL, INC.

By: 
Walter J. Lehman, Jr.
President

CSS

WRITTEN CONSENT IN LIEU OF A
SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF
THE PLANTATIONS OWNERS' ASSOCIATION, INC.

The undersigned, being all of the directors of The Plantations Owners' Association, Inc. (the "Association"), acting by unanimous written consent in lieu of a Special Meeting hereby resolve, adopt and ratify the following resolutions:

WHEREAS, the Association has received the attached Notice from Crown Estates and Recreation International, Inc. ("Sellers") that they have entered into an Agreement of Sale dated March 1, 1989, as amended by a letter agreement dated September 6, 1989, and an undated Amendment to Agreement (collectively, "Agreement"), for the sale to The Young Group, Inc. or assigns of that certain real property commonly known as The Plantations, located in Sussex County, Delaware, together with the recreational facilities, the waste water treatment system and other improvements located thereon (the "Property"), a copy of which Agreement has been provided for their review; and

WHEREAS, pursuant to Article III, Section 2(B) of the Declaration of Covenants, Conditions and Restrictions for The Plantations, made by Crown Estates, dated December 1, 1986 and recorded in the office of the Recorder of Deeds in and for Sussex County, Delaware in Deed Book 1461, page 54 (the "Declaration"), the Association has a right to receive title to the Waste Water Disposal System (defined in the Declaration) and the treatment and collection system and irrigation area located thereon (collectively, the "Waste Water Facility") upon the sale or other transfer by Sellers of the Property; and

WHEREAS, the undersigned believe it to be in the best interest of the Association to fully and completely waive and relinquish such right to obtain title to the Waste Water Facility.

NOW, THEREFORE, BE IT RESOLVED: that the Association hereby fully and completely waives and relinquishes any and all right it may have to receive title to the Waste Water Facility pursuant to the Declaration; it hereby specifically waives all rights to receive title to the

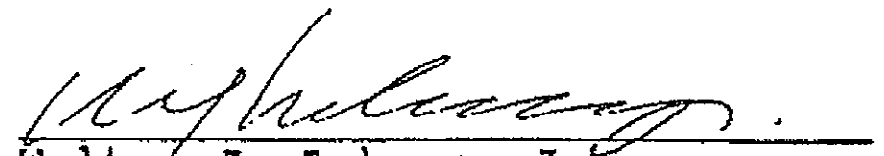
Waste Water Facility upon the terms set forth in the attached Notice; and hereby rejects the offer to receive title to the Waste Water Facility contained in said Notice.


Each Director agrees to execute any other document evidencing such waivers as may be requested by Crown Estates or The Young Group, Inc., or its assigns in regard to the proposed sale.


Each Director, by signing this consent waives notice of the time, place and purpose of a Special Meeting of the Board of Directors and agrees to the adoption of the foregoing resolutions by unanimous written consent of the Directors in lieu of such meeting.

Dated: September 11, 1989


APPROVED:


Walter J. Lehman, Jr.


Carolyn B. Lehman


Allen Lehman


Anne Lehman


Barbara McCoy

18311

BOOK 1673 PAGE 329

DEED

THIS DEED, Made this 21 day of Sept., A. D. 1989,

B E T W E E N ,

CROWN ESTATES, a Delaware partnership, of 1600 Pennsylvania Avenue, Lewes, Delaware 19958; and THE PLANTATIONS OWNERS' ASSOCIATION, INC., a Delaware corporation, of 1600 Pennsylvania Avenue, Lewes, Delaware 19958, parties of the first part, hereinafter referred to as "Grantor",

- A N D -

YMG CORPORATION, a Delaware corporation, c/o The Young Group, Inc., 1443 Emerson Avenue, McLean, Virginia 22101, party of the second part, hereinafter referred to as the "Grantee",

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), current lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the Grantee, its successors and assigns forever,

ALL THAT certain tract, piece and parcel of land lying and being situate in Lewes and Rehoboth Hundred, Sussex County, Delaware, and more particularly described as follows, to wit:

BEGINNING at a point on the westerly right of way line of County Route No. 275 being a corner for these lands and lands now or formerly of William Ford Dickerson; thence and with said right of way line South 30 degrees 24 minutes 25 seconds East 1072.55 feet to a point in the aforesaid right of way line; thence with the curve of the aforesaid right of way line, whose radius is 1462.69 feet an arc distance of 36.94 feet to a point; thence South 53 degrees 09 minutes 35 seconds West 971.75 feet to a point being a corner for these lands and lands now or formerly of Howard L. Ritter & Sons, Inc.; thence North 36 degrees 50 minutes 25 seconds West 897.35 feet, to a point, being a corner for these lands and lands now or formerly of William Ford Dickerson; thence North 42 degrees 33 minutes 05 seconds East 1114.65 feet to the place of beginning, said to contain 23.577 acres, more or less, and identified as the Spray Irrigation Area on the Plot of the Plantations of record in the Office of the Recorder of Deeds in and for Sussex County, at Georgetown, Delaware, in Deed Book 36, Page 96.

BEING a portion of Parcel Number 1 heretofore conveyed unto James A. Harty, et al., trading as Crown Estates, as tenants in partnership, by Deed of Kathleen G. Davis, as Executrix of the Estate of John F. Anglin, and individually, Jack Anglin, Irene Wood, and Robert Owen Anglin, dated July 20, 1984, and now of record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 1278, Page 207, &c.

The Plantations Owners' Association, Inc. joins in this conveyance for the purpose of waiving all of its right, title and interest in and to the property above described that it may now have or hereafter acquire under Article III, Section 2.B) of the Declaration of Covenants, Conditions and Restrictions as they appear in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 1461, Page 54.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed, the day and year aforesaid.

CROWN ESTATES, a Delaware partnership

William H. Harty
Witness

By: [Signature] (SEAL)
James A. Harty, Partner

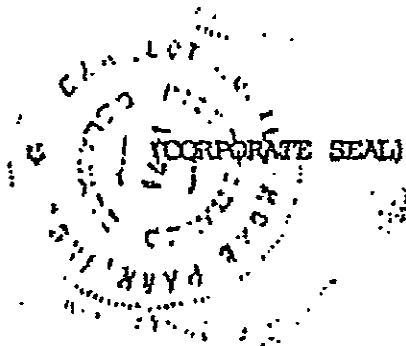
He to all
Witness

By: [Signature] (SEAL)
Walter J. Lehman, Jr. Partner

Witness

By: [Signature] (SEAL)
Carolyn D. Lehman, Partner

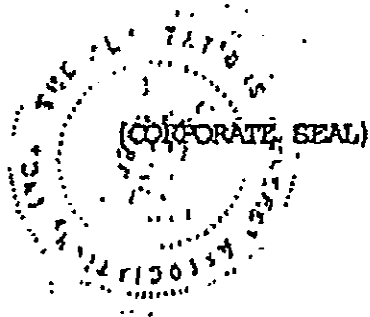
CAMELOT MOBILE HOME PARK, INC., Partner



By: [Signature]
Walter J. Lehman, Jr., President

Att: [Signature]
Secretary

THE PLANTATIONS OWNERS' ASSOCIATION, INC.



By: [Signature]
Walter J. Lehman, Jr., President

Att: [Signature]
Secretary

STATE OF DELAWARE *
 : SS.
 COUNTY OF SUSSEX *

BE IT REMEMBERED, That on this 21 day of Sept.,
 A. D. 1989, personally appeared before me, the Subscriber, a Notary Public
 for the State and County aforesaid, JAMES A. HORTY, WALTER J. LEHMAN, JR.,
 and CAROLYN D. LEHMAN, Partners of CROWN ESTATES, a Delaware partnership,
 party to this Indenture, known to me personally to be such, and
 acknowledged this Indenture to be their act and deed and the act and deed
 of the said partnership.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Katharine D. Campbell
 Notary Public

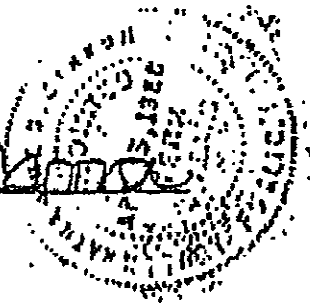


STATE OF DELAWARE *
 : SS.
 COUNTY OF SUSSEX *

BE IT REMEMBERED, That on this 21 day of Sept.,
 A. D. 1989, personally appeared before me, the Subscriber, a Notary Public
 for the State and County aforesaid, WALTER J. LEHMAN, JR., President of
 CAMELOT MOBILE HOME PARK, INC., a Delaware corporation, Partner of CROWN
 ESTATES, a Delaware partnership, party to this Indenture, known to me
 personally to be such, and acknowledged this Indenture to be his act and
 deed, the act and deed of the said partnership, and the act and deed of the
 said corporation; that the signature of the President is in his own proper
 handwriting; that the seal affixed is the common and corporate seal of the
 said corporation duly affixed by its authority; and that the act of
 signing, sealing, acknowledging and delivering the said Indenture was first
 duly authorized by resolution of the Board of Directors of the said
 corporation.

GIVEN under my Hand and Seal of Office, the day and year
 aforesaid.

Katharine D. Campbell
 Notary Public



STATE OF DELAWARE

SS.

COUNTY OF SUSSEX

BE IT REMEMBERED, That on this 21 day of Sept., A. D. 1989, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, WALTER J. LEHMAN, JR., President of THE PLANTATIONS OWNERS' ASSOCIATION, INC., a Delaware corporation, party to this Indenture, known to me personally to be such, and he acknowledged this Indenture to be his act and deed, and the act and deed of the said corporation; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the said corporation.

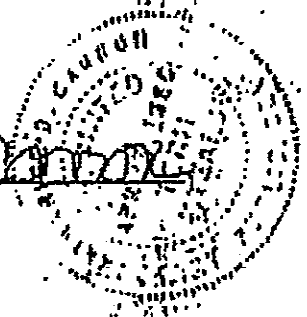
GIVEN under my Hand and Seal of Office, the day and year aforesaid.

G. RUSSELL MCCABE
NOT. PUBLIC

1989 SEP 22 PM 3:11

RECORDED OF RECORDS
SUSSEX COUNTY

Katharine D. Cannon
Notary Public



PURCHASERS REPORT
MADE THIS DATE

SEP 25 1989

ASSESSMENT DIVISION
OF SUSSEX CTY

✓ YMC Recreation
c/o Mr. Young (20)
1443 Emerson Ave
McLean, Va 22101

September 1, 1989

The Plantations Owners'
Association, Inc.
1600 Pennsylvania Avenue
Lewes, Delaware 19958
Attn: Walter J. Lehman, Jr.
Carolyn D. Lehman
Allen Lehman
Anne Lehman
Barbara McCoy

Ladies and Gentlemen:

This letter is to advise you, The Plantations Owners Association, Inc. ("Association"), that the undersigned have contracted to sell certain real property commonly known as The Plantations, located in Sussex County, Delaware, together with the recreational facilities, the waste water treatment system and other improvements located thereon (the "Property"), pursuant to the terms of an Agreement of Sale dated March 1, 1989, as amended by a letter agreement dated September 6, 1989, and an undated Amendment to Agreement (collectively, "Agreement"), for the sale to The Young Group, Inc. or assigns, a copy of which Agreement is enclosed for your review.

Pursuant to Article III, Section 2(A) of the Declaration of Covenants, Conditions and Restrictions for The Plantations, made by Crown Estates, dated December 1, 1986 and recorded in the office of the Recorder of Deeds in and for Sussex County, Delaware in Deed Book 1461, page 54 (the "Declaration"), the Association has a right of first refusal to purchase the Recreation Property (defined in the Declaration) and recreational facilities located thereon (collectively, the "Recreation Property").

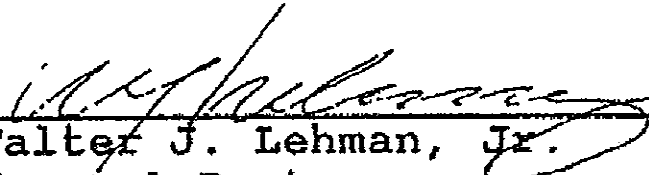
The contract price for the Recreation Property is \$2,000,000.00, of which sum the Seller is willing to take back financing in the sum of \$700,000.00; the balance is to be all cash at settlement. The Sellers agree that their loan may be subordinated to financing to be obtained by the purchaser.

The Plantations Owners'
Association, Inc.
September 1, 1989
Page 2

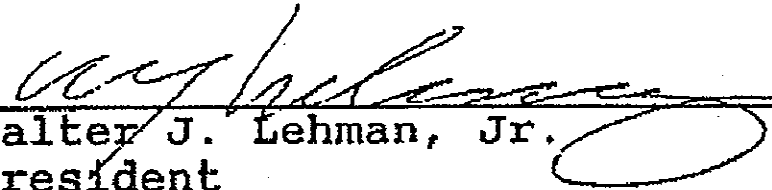
Please advise me whether you intend to exercise your right to purchase the Recreation Property in writing within ten (10) days of receiving this letter.

Sincerely,

CROWN ESTATES

By: 
Walter J. Lehman, Jr.
General Partner

RECREATIONAL INTERNATIONAL, INC.

By: 
Walter J. Lehman, Jr.
President

CSS

WRITTEN CONSENT IN LIEU OF A
SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF
THE PLANTATIONS OWNERS' ASSOCIATION, INC.

The undersigned, being all of the directors of The Plantations Owners' Association, Inc. (the "Association"), acting by unanimous written consent in lieu of a Special Meeting hereby resolve, adopt and ratify the following resolutions:

WHEREAS, the Association has received the attached Notice from Crown Estates and Recreation International, Inc. ("Sellers") that they have entered into an Agreement of Sale dated March 1, 1989, as amended by a letter agreement dated September 6, 1989, and an undated Amendment to Agreement (collectively, "Agreement"), for the sale to The Young Group, Inc. or assigns of that certain real property commonly known as The Plantations, located in Sussex County, Delaware, together with the recreational facilities, the waste water treatment system and other improvements located thereon (the "Property"), a copy of which Agreement has been provided for their review; and

WHEREAS, pursuant to Article III, Section 2(A) of the Declaration of Covenants, Conditions and Restrictions for The Plantations, made by Crown Estates, dated December 1, 1986 and recorded in the office of the Recorder of Deeds in and for Sussex County, Delaware in Deed Book 1461, page 54 (the "Declaration"), the Association has a right of first refusal to purchase the Recreation Property (defined in the Declaration) and recreational facilities located thereon (collectively, the "Recreation Property"); and

WHEREAS, the undersigned believe it to be in the best interest of the Association to decline to exercise such right of first refusal to purchase the Recreation Property.

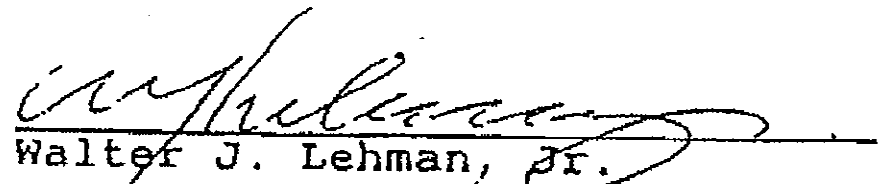
NOW, THEREFORE, BE IT RESOLVED: that the Association hereby waives any and all right it may have to purchase the Recreation Property pursuant to the Declaration; it hereby specifically waives all rights to purchase the Recreation Property upon the terms set forth in the attached Notice; and hereby rejects the offer to purchase the Recreation Property contained in said Notice.

Each Director agrees to execute any other document evidencing such waivers as may be requested by Crown Estates or The Young Group, Inc., or its assigns in regard to the proposed sale.

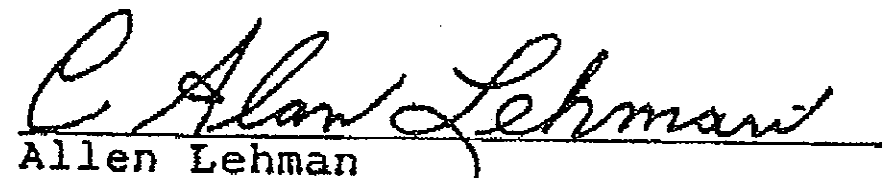
Each Director, by signing this consent waives notice of the time, place and purpose of a Special Meeting of the Board of Directors and agrees to the adoption of the foregoing resolutions by unanimous written consent of the Directors in lieu of such meeting.

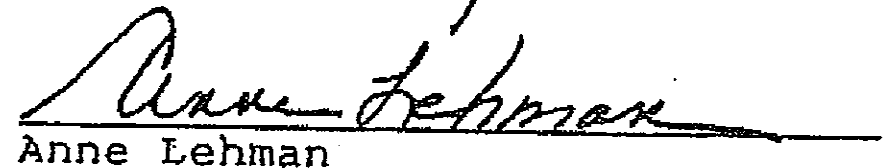
Dated: Sept 11, 1989

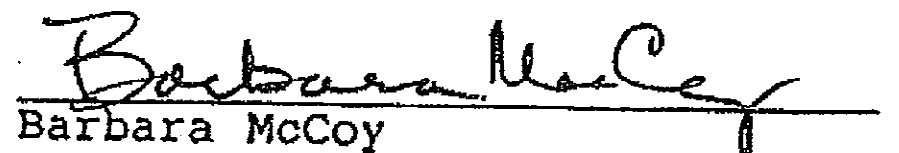
APPROVED:


Walter J. Lehman, Jr.


Carolyn D. Lehman


Allen Lehman


Anne Lehman


Barbara McCoy

18312

BOOK 1673 PAGE 333

DEED

THIS DEED, Made this 31 day of Sept., A. D. 1989,

B E T W E E N ,

RECREATION INTERNATIONAL, INC., a Delaware corporation, of P. O. Box 306, Rehoboth Beach, Delaware 19971; and THE PLANTATIONS OWNERS' ASSOCIATION, INC., a Delaware corporation, of 1600 Pennsylvania Avenue, Lewes, Delaware 19958, parties of the first part, hereinafter referred to as the "Grantor",

- A N D -

YMG RECREATION CORPORATION, a Delaware corporation, c/o The Young Group, Inc., 1443 Emerson Avenue, McLean, Virginia 22101, party of the second part, hereinafter referred to as the "Grantee",

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), current lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the Grantee, its successors and assign forever,

ALL THAT certain lot, piece and parcel of land lying and being situate in Lewes and Rehoboth Hundred, Sussex County, Delaware and being more particularly described as follows to wit:

BEGINNING at a point located 122.32 feet South 39 degrees 11 minutes 30 seconds East of a monument located on the Southwest property line adjoining lands now or formerly of Sarah and Alvin Reed further located South 36 degrees 50 minutes 25 seconds East 1312.35 feet from the most Northwest corner of The Plantations tract at the intersection of the lands now or formerly of William Ford Dickerson and Howard L. Ritter & Sons, Inc.; thence with lands of Sarah and Alvin Reed South 39 degrees 11 minutes 30 seconds East 790.45 feet to point; thence with Phase II of The Plantations North 13 degrees 34 minutes 34 seconds East 382.91 feet to a point; thence North 50 degrees 48 minutes 30 seconds East 51.37 feet to a point; thence with Phase II and Phase I North 39 degrees 11 minutes 30 seconds West 215.00 feet to the center of a road; thence continuing with Phase I North 39 degrees 11 minutes 30 seconds West 143 feet to a point; thence South 50 degrees 48 minutes 30 seconds West 107.50 feet to a point; thence continuing with Phase I South 89 degrees 43 minutes 01 seconds West 319.65 feet on to the point and place of beginning said to contain 4.312 acres and designated as the Recreation Area on the Plot of The Plantations prepared by Tatman & Lee Associates, Inc., Consulting Engineers, and dated 5/29/86, of record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 36, Page 98.

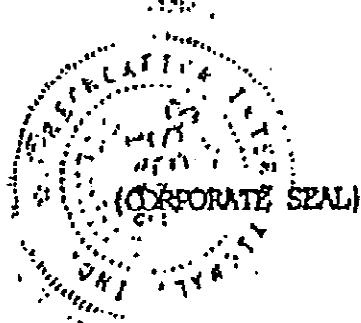
BEING the same lands and premises heretofore conveyed unto this Grantor by Deed of Crown Estates, a Delaware partnership, dated August 14, 1987, and now of record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 1512, Page 170, &c.

The Plantations Owners' Association, Inc., joins in this conveyance for the purpose of conveying to the Grantee all of its right, title and interest in and to the property above described that it may now have or hereafter acquire under Article III Section 2.A) of the Declaration of Covenants, Conditions and Restrictions for The Plantations, of record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 1461, Page 54.

BOOK 1673 PAGE 334

IN WITNESS WHEREOF, the Grantor has caused these presents to be
duly executed, this day and year aforesaid.

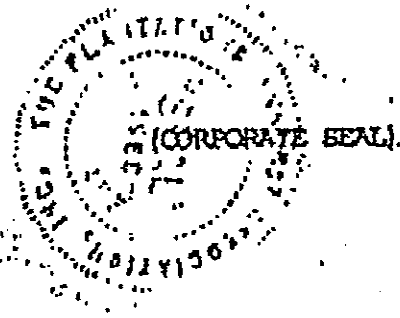
RECREATION INTERNATIONAL, INC.



By: [Signature]
Walter J. Lehman, Jr., President

Att: [Signature]
Secretary

THE PLANTATIONS OWNERS' ASSOCIATION,
INC.



By: [Signature]
Walter J. Lehman, Jr., President

Att: [Signature]
Secretary

BOOK 1673 PAGE 335

STATE OF DELAWARE *
: SS.
COUNTY OF SUSSEX *

BE IT REMEMBERED, That on this 21 day of Sept., A. D. 1989, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, WALTER J. LEHMAN, JR., President of RECREATION INTERNATIONAL, INC., a Delaware corporation, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed, and the act and deed of the said corporation; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the said corporation.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

PURCHASERS REPORT
MADE THIS DATE

SEP 25 1989

ASSESSMENT DIVISION
OF SUSSEX CTY

STATE OF DELAWARE *
: SS.
COUNTY OF SUSSEX *

BE IT REMEMBERED, That on this 21 day of Sept., A. D. 1989, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, WALTER J. LEHMAN, JR., President of THE PLANTATIONS OWNERS' ASSOCIATION, INC., a Delaware corporation, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed, and the act and deed of the said corporation; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the said corporation.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

C. RUSSELL MCCABE
DOC. SURCHARGE PAID

1989 SEP 22 PM 3:13

RECORDED OF DEEDS
SUSSEX COUNTY

Katharine J. Carbone
Notary Public

4-89
C Recreation Corporation
The Young Group, Inc.
13 Emerson Avenue
Lebanon, Va 22641

ROBERT V. WITSIL, JR.

PROFESSIONAL ASSOCIATION

ATTORNEY AT LAW

120 SOUTH BEDFORD STREET

P. O. BOX 799

GEORGETOWN, DE 19947

TELEPHONE (302) 855-0120

E-MAIL: rvw@witsilaw.com

TELECOPY (302) 855-0395

ROBERT V. WITSIL, JR.

August 31, 2007

Robert G. Gibbs, Esquire
Wilson, Halbrook & Bayard
107 West Market Street
P. O. Box 690
Georgetown, DE 19947

Harold E. Dukes, Jr., Esquire
Tunnell & Raysor, P.A.
30 East Pine Street
P. O. Box 151
Georgetown, DE 19947

RE: The Plantations Recreational and
Waste Water Treatment Facilities

Dear Rob and Hal:

I'm writing to you on behalf of my client, The Plantations Owners' Association, Inc., regarding recent communications concerning negotiations and a possible conveyance of The Plantations recreational facilities and waste water treatment acreage. The Association believes that it continues to retain a future interest in the title to the recreational facilities and property in accordance with Article III, Section 2A of the Declaration of Covenants, Conditions and Restrictions for The Plantations as recorded in Deed Book 1461, Page 54. In that Section, the Developer contracted "... that if developer divests itself of the property, or ownership of the corporation, it shall grant to the association the right of first refusal to purchase the facilities." To my knowledge, that right of first refusal has never been waived or relinquished by the Association. Additionally, pursuant to Article III, Section 2B, the Developer contracted that if the Developer divests itself of the waste water disposal system property, it shall convey fee simple interest in the property to the Association. That Section makes reference to a "sec 3(e) below" however, no Section 3(e) appears in the original documents and, to my knowledge, has never been approved by the mandatory amendment procedure set forth in the Declaration and, subsequently, properly recorded. Therefore, the Association

Robert G. Gibbs, Esquire
Harold E. Dukes, Jr., Esquire
August 31, 2007
Page 2

believes that it has a future fee simple interest in the waste water Disposal system property.

I've briefly spoken with Hal Dukes concerning these issues and he indicated that there are pending negotiations and, possibly, an executory contract regarding the recreational facility and the waste water treatment property. The purpose of this correspondence is to inform both of you of the Association's position and to encourage communications and any exchange of relevant documents concerning these issues.

Please feel free to contact me concerning the content of this correspondence and any response that you may have. I look forward to talking with you concerning these issues.

Very truly yours,

ROBERT V. WITSIL, JR., P.A.

*Dictated but not read due to
absence from the office*

Robert V. Witsil, Jr.

RVW:dmd

Enclosures

cc: The Plantations Condominium Council and
The Plantations Owners Association Board of Directors
Barry Nichols, Seascope Management

one, so that the Developer will have a number of votes equal to a majority of the total votes of all members of the Association. The Class B membership shall cease and terminate at such time as the Developer transfers its interest in the Recreational and waste water facilities to the Association, but in any case shall terminate no later than December 31, 2016.

ARTICLE III

PROPERTY RIGHTS IN THE RECREATIONAL PROPERTY

Section 1. Owners' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article III, every owner of a condominium unit, lot or improvement thereon upon payment of fees established by the Developer shall have a right of enjoyment in and to the Recreational Property and the recreational facilities thereon, and such easement shall be appurtenant to and shall pass with the title to every condominium unit, lot or improvement thereon.

Section 2. A) Title to Recreational Property. The Developer intends to convey the legal title to the Recreational Property to RECREATION INTERNATIONAL, INC., a Delaware Corporation owned by the Developers, which will be the operating entity of the recreational facilities. the Developer hereby reserves the right to continue ownership for an indefinite time, However, Developer covenants for itself, it successors and assigns, that if developer divests itself of the property, or ownership of the corporation, it shall grant to the association the right of first refusal to purchase the facilities.

B) Title to Waste Water Disposal System. The Developer may retain the legal title to the Waste Water Treatment and collection system and the irrigation area until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association shall be able to maintain the same but, notwithstanding any provision herein, the Developer hereby reserves the right to continue ownership for an indefinite time, However, Developer covenants for itself, it successors and assigns, that if developer divests itself of the property, it shall convey fee simple interest in the Property to the Association, subject to sec 3(e) below.

Section 3. Extent of Members' Enjoyment of Easements. The rights of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer to borrow money for the purpose of improving the Recreational Property and to mortgage the "Recreational Property".

(b) The right of the Developer to allow persons other than an owner of a unit, lot or improvement thereon to use the recreational property and recreational facilities and to charge reasonable admission and other fees for the use thereof.

(c) The right of the Developer to grant and reserve easements and rights-of-way through, under, over and across the Recreational Property, for the installation, maintenance and inspection of the lines and appurtenances for water, sewer, drainage, gas, electricity, telephone and other utilities.

(d) The right of the Developer to establish allowable commercial uses in the "recreational area", to build structures to house such uses and to lease said structures to business operators or to operate said businesses itself for an indefinite time.

Section 4. Delegation of Use. Subject to the payment of fees and other regulations established by the owner, any owner may delegate his rights of enjoyment to the Recreational Property and facilities to the members of his family, tenants, or contract purchasers (and members of the family of any tenant or contract purchaser) who may reside at the unit, lot or improvement thereon, or to such other persons as may be permitted.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The owner of each condominium unit, lot or improvement thereon, by acceptance of a deed lease or other transfer document therefor, whether or not it shall be so expressed in such deed or other transfer document, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and operating, repair and replacement reserve funds, such assessments to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the unit, lot or improvement thereon against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such unit lot or improvement thereon at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title (other than as a lien on the land) unless expressly assumed by them.

RECEIVED OCT 15 2007

ROBERT V. WITSIL, JR.

PROFESSIONAL ASSOCIATION

ATTORNEY AT LAW

120 SOUTH BEDFORD STREET

P. O. BOX 799

GEORGETOWN, DE 19947

TELEPHONE (302) 855-0120

ROBERT V. WITSIL, JR.

E-MAIL: rvw@witsilaw.com

TELECOPY (302) 855-0395

October 12, 2007

Robert G. Gibbs, Esquire
Wilson, Halbrook & Bayard
107 West Market Street
P. O. Box 690
Georgetown, DE 19947

Harold E. Dukes, Jr., Esquire
Tunnell & Raysor, P.A.
30 East Pine Street
P. O. Box 151
Georgetown, DE 19947

Dennis L. Schrader, Esquire
Registered Agent for YMG Corporation
Wilson, Halbrook & Bayard
107 West Market Street
P. O. Box 690
Georgetown, DE 19947

**RE: The Plantations Recreational and
Waste Water Treatment Facilities**

Dear Rob, Hal and Dennis:

On behalf of The Plantations Owners Association Board of Directors, I am informing you that I am conducting an investigation into the two (2) conveyances dated September 21, 1989 by and between Crown Estates and The Plantation Owners Association and YMG Corporation and Recreation International, Inc. and The Plantation Owners Association, Inc. and YMG Recreation Corporation. Although both deeds contain waivers of The Plantations Owners Association, Inc. right of first refusal to the recreation area and an extinguishment of the Association's future interest in the wastewater treatment area, no change in the Restrictive Covenants that provides for those waivers and, relinquishment of Association rights was made prior to the deed

Robert G. Gibbs, Esquire
Harold E. Dukes, Jr., Esquire
Dennis L Schrader, Esquire
October 12, 2007
Page 2

conveyances. Additionally, it appears that no owners of lots or unit owners were made aware of the nature of the transactions either prior to or after the deed conveyances.

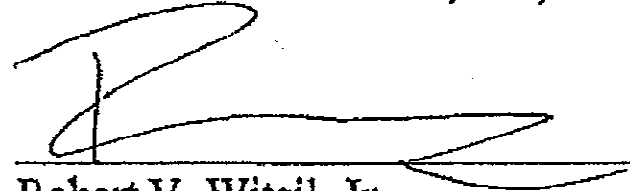
The Restrictive Covenants for The Plantations Owners Association continued to contain the language in Article III, Section 2(A) and 2(B), which provides for the Association's right of first refusal to the recreation facility and the future interest in the wastewater treatment area (spray irrigation area). There is no record of any vote of the Association members to relinquish the aforesaid rights of the Association as stated in the Restrictive Covenants. The Association has never been provided notations or minutes of any Board of Directors meeting regarding the formalities of the Board's decision in 1989 to authorize the transactions.

Accordingly, I respectfully place both of you, as legal counsel for the interested parties, on notice of the nature of the Association's investigation into the September 21, 1989 conveyances.

I would be pleased to discuss this matter with either of you at length. I would be very interested in acquiring any information, corporate minutes, correspondence, copies of correspondence to unit owners informing them of the pending transactions in 1989, or any other relevant information that you may have that would support your claim that the transactions were proper and that the Association legitimately waived its interests.

Very truly yours,

ROBERT V. WITSIL, JR., P.A.



Robert V. Witsil, Jr.

RVW:dmd

cc: The Plantations Owners Association Board of Directors
Barry Nichols, Seascope Management

LAW OFFICES
WILSON, HALBROOK & BAYARD

PROFESSIONAL ASSOCIATION
107 WEST MARKET STREET
P. O. BOX 690

GEORGETOWN, DELAWARE 19947

TELEPHONE (302) 856-0015

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EUGENE H. BAYARD
CLAYTON E. BUNTING
DENNIS L. SCHRADER
ROBERT G. GIBBS
ERIC C. HOWARD
MARK D. OLSON
DAVID C. HUTT

HOUSTON WILSON
(1910-1980)
ROBERT L. HALBROOK
RETIRED

October 17, 2007

Via telefax; original by first-class mail

Robert V. Witsil, Jr., Esq.
120 South Bedford Street
Georgetown DE 19947

RE: YMG Corporation, Owner
+/- 23.577 acres; SCTM: 3-34-6.00-553.00

YMG Recreation Corporation, Owner
+/- 4.312 acres; SCTM: 3-34-6.00-533.02

Dear Rob:

I am in receipt of your letter of October 12, 2007, directed to Hal Dukes, Esq., Dennis Schrader, Esq. and me. I appreciate the courtesy of your response, as counsel for the Plantations Owners Association Board of Directors, notifying us of the Association's investigation into the September 21, 1989 conveyances. In September of 1989, when our clients purchased the Recreation Property and the Wastewater Treatment Property, it was a requirement of the sale that the first rights of refusal pertaining to these properties be extinguished. As you know, another of our clients' entities, the 1600 Limited Partnership, purchased the unsold lots, the unsold constructed condominium units and the expansion lands for The Plantations Condominium (all remaining West side properties), as well as the undeveloped lands now comprising The Plantations East. Based upon Mr. Norris Mitchell's recollection (and without reviewing the records from 18 years ago), approximately 12 of 32 single family lots had been sold to third parties, and approximately 40 Plantations Condominium units had been sold to third parties (of the ultimate 200 total condominium units constructed upon full expansion). I am sure you are familiar with the membership and voting rights contained in Article II of the Restrictions, and the existence of Class "A" and Class "B" memberships designed to give the Developer a majority of the voting interests in the Association, regardless of how many third-party

October 17, 2007

Page 2

owners/members existed. My point is that the Developer had a super majority interest at this early stage of the development, even without the Class "A"/Class "B" membership majority. The Developer/Seller to our client had the legal ability to extinguish the rights of first refusal and memorialized the extinguishment of these property rights in the public records in the chain of title to these properties through the Deeds you have already reviewed.

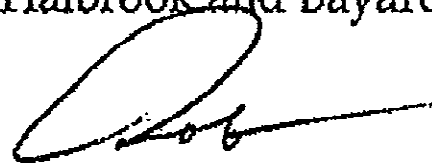
The purpose of this letter is not to debate the issues raised in your October 12, 2007 letter. The purpose of this letter is to advise you that YMG Recreation Corporation has entered into a contract for the sale of the Recreation Property. In addition, David Marshall, the operator of the recreation facility, has entered into a "parallel" contract, as the holder of a right of first refusal on the sale of the Recreation Property under a Lease of the recreation facility. It is my understanding that under either contract, the recreation facility would continue to be utilized as a recreation facility. Unless the Association is interested in purchasing the Recreation Property, and has the ability to do so, I question whether there is any purpose in interfering with these contracts.

I am advising you of these matters, as our client is proceeding in good faith under the pending contracts. I am authorized to direct you to the attorney for the contract purchaser, Harold W. T. Purnell, II, Esq., and the attorney for Mr. David Marshall, Harold E. Dukes, Jr., Esq., should you wish to discuss this matter with either of them.

If you have questions or further concerns you would like to discuss, please do not hesitate to call.

Very truly yours,

Wilson, Halbrook and Bayard, P.A.



Robert G. Gibbs, Esquire

RGG/dp

cc: YMG Corporation
YMG Recreation Corporation
Harold E. Dukes, Jr., Esq.
Harold W.T. Purnell, II, Esq.
Dennis L. Schrader, Esq.

LAW OFFICES
WILSON, HALBROOK & BAYARD

PROFESSIONAL ASSOCIATION

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DAVID C. HUTT

HOUSTON WILSON
(1910-1980)
ROBERT L. HALBROOK
RETIRED

December 4, 2007

Via telefax; original by first-class mail

Robert V. Witsil, Jr., Esq.
120 South Bedford Street
Georgetown DE 19947

RE: YMG Corporation, Owner
+/- 23.577 acres; SCTM: 3-34-6.00-553.00

YMG Recreation Corporation, Owner
+/- 4.312 acres; SCTM: 3-34-6.00-533.02

Dear Rob:

Please let this letter serve in follow up to our telephone conversation last week. I understand you are in the process of providing me a letter on behalf of (or Resolution of) The Plantations Owners Association Board of Directors, confirming its "waiver" of any first right of refusal pertaining to the YMG Recreation Corporation Property, referenced above. I have made clear in past correspondence, and in our conversations, that our client does not believe The Plantation Owners Association has any right to "waive". Since writing my October 17, 2007 letter, I have found significant corporate documentation to support The Plantation Owners Association's formal joinder into the Deeds of the above referenced properties to our clients, with the complete waiver of the rights it is now asserting. I will be forwarding this documentation to you shortly, as we discussed.

I am writing today to confirm my request that the letter or Resolution clearly memorialize that The Plantation Owners Association's waiver is permanent, so the purchaser of the Recreation property may be assured there are no residual claims of the same nature pertaining to any future sale of the property. As you know, Hal Dukes, Esq. is representing the contract purchaser, and I am providing him a copy of this letter

December 4, 2007

Page 2

should the two of you wish to speak directly as to the form and content of documentation in this regard.

I will forward the documentation referenced in this letter promptly, and we can arrange to speak again *vis-a-vis* the YMG Corporation (wastewater treatment) property.

Thank you for your cooperation. I look forward to hearing from you.

Very truly yours,

Wilson, Halbrook and Bayard, P.A.



Robert G. Gibbs, Esquire

RGG/dp/enc

cc: YMG Corporation
YMG Recreation Corporation
Harold E. Dukes, Jr., Esq.

LAW OFFICES
WILSON, HALBROOK & BAYARD

PROFESSIONAL ASSOCIATION
107 WEST MARKET STREET

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GEORGETOWN, DELAWARE 19947

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HOUSTON WILSON
(1910-1980)
ROBERT L. HALBROOK
RETIRED

January 16, 2008

Robert V. Witsil, Jr., Esq.
120 South Bedford Street
Georgetown DE 19947

RE: YMG Recreation Corporation, Owner
+/- 4.312 acres; SCTM: 3-34-6.00-533.02

YMG Corporation, Owner
+/- 23.577 acres; SCTM: 3-34-6.00-553.00

Dear Mr. Witsil:

I am writing in further response to your letter of October 12, 2007, sent on behalf of The Plantations Owners Association Board of Directors. My first response was by letter of October 17, 2007. As you know, the sale by YMG Recreation Corporation of the recreation facilities property has already transpired. In one of our telephone conversations near the end of the year, you requested that I review our old files to determine whether there were any records documenting appropriate corporate action by The Plantations Owners Association at or prior to the sale. I have located our files relating to Wilson, Halbrook & Bayard, P.A.'s representation of: YMG Corporation in its purchase of the +/- 23.577 acre Waste Water Facility (a/k/a the Spray Irrigation Area); YMG Recreation Corporation in its purchase of the +/- 4.312 acre Recreational Property; and The 1600 Limited Partnership in the purchase of the remaining property interests in The Plantations and The Plantations East.

As you are aware, The Plantations Owners Association joined in the Deeds to both the Waste Water Facility and the Recreation Property, as a grantor. I am enclosing copies of these Deeds, both dated September 21, 1989 (Deed Book 1673, Page 333-Recreation Property; Deed Book 1673, Page 329-Waste Water Facility, a/k/a the Spray Irrigation Area) with this letter. I am also enclosing herewith the following documents

of the corporate actions taken relating to The Plantations Owners Association's waiver of its rights, title and interest in and to these properties, as such rights appear in the Declaration of Covenants, Conditions and Restrictions filed in Deed Book 1461, Page 54:

- Letter from Crown Estates and Recreation International, Inc. to The Plantations Owners Association, Inc., dated September 1, 1989 (re: Recreation Property);
- Written Consent in Lieu of a Special Meeting of the Board of Directors of The Plantations Owners' Association, Inc., dated September 11, 1989 (re: Recreation Property);
- Letter from Crown Estates and Recreation International, Inc. to The Plantations Owners Association, Inc., dated September 1, 1989 (re: Waste Water Facility); and
- Written Consent in Lieu of a Special Meeting of the Board of Directors of The Plantations Owners' Association, Inc., dated September 11, 1989 (re: Waste Water Facility).

In my letter of October 17, 2007, I noted the membership and voting rights contained an Article II of the Restrictions and the existence of Class "A" and Class "B" memberships, designed to give the Developer a majority of the voting interest in the Association, regardless of how many third-party owners/members existed. I further noted that the Developer had a "super majority" interest at this early stage of the development, even without the Class "A"/Class "B" membership majority. You questioned whether the Developer had the votes to amend the Restrictions.

I do not believe that the fact that the Restrictions were not amended to remove references to the Association's rights in these properties somehow negates the actions of the Association and the recorded Deeds. However, for sake of discussion, I note that my further research has disclosed that as of the time of the sale of the original developer's interests to our clients, 74 condominiums and 5 lots had been sold. Thus, the Developer had the rights pertaining to the remaining 126 condominium units approved for The Plantations, and the remaining 27 of the 32 single-family lots. Applying the voting rights rules contained in Article II, the Class A owners would have had 79 votes, and the Developer would have had 306 votes (153×2), or 79% ($306/385$) of the voting rights, well in excess of the $2/3$ requirement for amending the Restrictions (Article VII).

At this point, The Plantations Owners Association has been provided the documentation of record and documentation not of record, substantiating that the interests in real property (both the right of first refusal to the Recreation Property and the future interest in the Waste Water Facility) were legally waived by the Association's joinder in Deeds of record since September 21, 1989. The documentation provided

January 16, 2008
Page 3

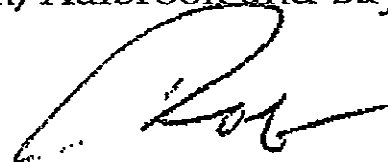
interests, and that the Developer had a super majority and controlling interest in the Association, as well as the voting interests to amend the Restrictions at the time these waivers were made.

While it is true that their Restrictions were never amended to reflect these actions, I am unaware of any requirement that the Restrictions had to be so amended. Certainly, a waiver and/or transfer of these rights by Deed, properly notarized and recorded, was sufficient to both accomplish the waiver and put the world on notice thereof.

I hope this letter and its enclosures provide you the information you are seeking for your upcoming meeting with the Association. If you have further questions in this regard, please do not hesitate to call.

Very truly yours,

Wilson, Halbrook and Bayard, P.A.



Robert G. Gibbs, Esquire

RGG/dp/enc

cc: YMG Corporation
YMG Recreation Corporation
Harold E. Dukes, Jr., Esq.

EXHIBIT 10(a)

DUE DILIGENCE DOCUMENTS PROVIDED
BY SELLER

1. Sharp Energy Agreement of July 15, 1993;
2. Sharp Gas, Inc. Lease Agreement of June 5, 2003;
3. 2009 YMG Corporation Tax Return;
4. 2010 YMG Corporation Tax Return;
5. Annual Report of YMG Corporation to PSC – year ending 12/31/2009;
6. Annual Report of YMG Corporation to PSC – year ending 12/31/2010;
7. Supplemental Plan of Operations & Management (including permit WPCC 3009B/86); and
8. Correspondence to Ronald Graber from Brian Carbaugh regarding Bi-Monthly Status Update and Spray Irrigation Permit.

AMENDMENT TO ASSET PURCHASE AGREEMENT

NOW COMES YMG Corporation, a Delaware corporation, hereafter ("Seller"), and Tidewater Environmental Services, Inc., a Delaware corporation, hereafter ("Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into an Asset Purchase Agreement ("Agreement"); and

WHEREAS, during the Due Diligence period under the Agreement, Buyer determined that numerous improvements to the wastewater treatment and collection system subject to purchase are necessary to meet Buyer's requirements; and

WHEREAS, the Purchase Price set forth in the Agreement if paid would not allow Buyer to seek a reasonable rate increase from the Public Service Commission ("PSC") and realize a reasonable rate of return on the investment; and

WHEREAS, Buyer seeks assurance that a reasonable interim rate increase will be approved by the PSC at or about the time that the PSC might approve the asset purchase transaction; and

WHEREAS, Seller is willing to amend the Agreement subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the promises and covenants herein contained and intending to be legally bound, the parties agree to amend the Agreement as follows:

1. Paragraph 2(a) of the Agreement is amended so that the purchase price for the Acquired Assets shall be the sum of [REDACTED]

2. Paragraph 2(c) of the Agreement is amended so that Schedule B of the Asset Allocation Statement under paragraph 2 provides that the valuation of all other assets as specified in Schedule A: Acquired Assets is the amount of [REDACTED]

3. Paragraph 9 of the Agreement is deleted in its entirety and a new Paragraph 9 is substituted as follows:

"9. Closing. Subject to satisfaction of all conditions precedent to this Agreement, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place within fifteen (15) days of the approval of this sale by the Delaware Public Service Commission ("PSC") and the approval of an interim rate increase of at least forty percent (40%) above the existing rate for sewer services provided to the Plantations subdivision, but in no event after September

to take place is referred herein as the "Closing Date". In the event Closing does not occur on or before September 1, 2012, either party may declare the Agreement null and void and neither party shall owe any further obligation to the other."

4. Under Paragraph 10(a) Due Diligence of the Agreement, Buyer acknowledges that the due diligence review has been completed and waives the right to terminate as provided therein.

5. Under Paragraph 10(b), Buyer provides affirmative notice to Seller of Buyer's intent to purchase the Assets under the Agreement subject to the terms of the Agreement, subject further to the additional condition that PSC approve an interim rate increase of at least forty percent (40%) above the existing rate for sewer services provided to the Plantations subdivision. Buyer agrees to submit a request to the PSC for the interim rate increase at the time of the request for approval of the Asset purchase, or as soon thereafter as possible. In the event the PSC fails to approve the requested interim rate increase, Buyer shall be entitled to terminate this Agreement, in which case the Agreement shall be considered null and void and neither party shall owe any further obligation to the other.

6. All other terms and conditions of the Agreement not affected by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set their hands and seal and executed this Amendment to the Agreement on this 19TH day of June, 2012.

SELLER:

YMG CORPORATION

By: Norris E. Mitchell
Name: NORRIS E. MITCHELL
Title: President

(SEAL)

BUYER:

TIDEWATER ENVIRONMENTAL SERVICES, INC.

By: Gerard L. Esposto
Name: GERARD L. ESPOSTO
Title: President

(SEAL)

EXHIBIT D

TAX MAP

EXHIBIT E

CERTIFICATE OF INSURANCE FOR TIDEWATER ENVIRONMENTAL SERVICES, INC.

Client#: 348783

MIDDLEWATER1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Conner Strong & Buckelew
30 South American Avenue
Dover, DE 19901
302 678-9555

CONTACT NAME:

PHONE (A/C, No, Ext): 302 683-6800

FAX (A/C, No): 8003140952

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: National Union Fire Ins CoPitts

19445

INSURER B: Pennsylvania Manufacturers Inde

41424

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Tidewater Environmental Services, Inc.
ATTN: Janine Bauer
1500 Ronson Road
Iselin, NJ 08830-3049

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GL6576456	06/01/2012	06/01/2013	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY			CA5775819	06/01/2012	06/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			BE24253832	06/01/2012	06/01/2013	EACH OCCURRENCE \$25,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$25,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5374251201200	06/01/2012	06/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

YMG Corporation
Attn: Norris Mitchell
1458 Ingleside Avenue
McLean, VA 22101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. Michael Fitzgerald

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